



**REGULAR MEETING OF THE COMMON COUNCIL
MIDDLETOWN CONNECTICUT**

**MONDAY, AUGUST 3, 2020
7:00 PM**

MINUTES

The Regular Meeting of the Common Council of the City of Middletown was held remotely via WebEx and livestreamed on the City of Middletown's Facebook page on Monday, August 3, 2020, at 7:00 PM.

Present:

Councilwoman Jeanette White Blackwell	Councilman Vincent Loffredo
Councilwoman Meghan Carta	Councilman Anthony Mangiafico
Councilman Grady Faulkner, Jr. (Arrived 7:30PM)	Councilman Edward McKeon
Councilman Darnell Ford	Councilman Eugene Nocera
Councilman Edward Ford, Jr.	Councilman Philip Pessina
Councilman Anthony Gennaro, Sr.	Councilwoman Linda Salafia

Mayor Benjamin D. Florsheim, Chair
Daniel Ryan, Esq., Corporation Counsel
Linda Reed, Council Clerk

Also Present: Carl Erlacher, CPA, Director - Finance
Brig Smith, Esq. - General Counsel
Joseph Samolis – Director, Planning, Conservation & Development
William Russo, Director, Public Works
Cathy Lechowicz, - Director – Recreation & Senior Services
Joseph Fazzino, RE – Director, Water & Sewer
David Bauer - Registrar of Voters
Justin Richardson – Human Resources Director
Christine Bourne – Board of Education
Marco Gaylord – Board of Education
Barbara Knoll Peterson – Mayor's Administrative Assistant

Members of the Public: WebEx (33 attendees) and Facebook livestream (unknown number of viewers)

1. Call to Order

Mayor Benjamin Florsheim calls the meeting to order at 7:00 PM. He welcomes everyone to the Regular Meeting of the Common Council. The Chair invites the Councilmembers to remain seated, per the accepted rules for remote meetings, and to join in the Pledge of Allegiance.

The Clerk reads the Call of the Meeting and the Chair declares the call a legal call and the meeting a legal meeting.

2. Accept/Amend the Agenda

The Chair asks for a motion either to approve the agenda as presented or to amend.

Councilman Edward McKeon moves to amend the agenda for Councilman Pessina by way of his benediction, inspirational poem, to guide the Council through its meeting. Councilman Eugene Nocera seconds the motion.

There being no discussion, the Chair calls for voice vote on the proposed amendment to the agenda. The motion is approved unanimously with 11 aye votes (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The matter is approved.

The Chair asks if there are any additional amendments to the agenda. There being none, the Chair asks for a motion to accept the agenda, as amended.

Councilman Eugene Nocera moves to accept the agenda, as amended. Councilman Edward McKeon seconds the motion.

There being no discussion, the Chair calls for a voice vote. The vote to accept the agenda, as amended is approved unanimously with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro,

Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The matter is approved.

3. Approval of Minutes: Special Meeting – FY 2020-2021 Budget Adoption of June 11, 2020 at 7:00 PM

Councilman Eugene Nocera moves to approve the minutes of the special meeting, the Budget Adoption Meeting FY 2020-2021 of June 11, 2020. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice. The vote to accept the minutes of the special meeting, the Budget Approval Meeting FY2020-2021, is approved unanimously by a vote of 11-0 (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; Councilman Faulkner is absent) The matter is approved.

4. Approval of Minutes: Regular Meeting of July 6, 2020 at 7:00 PM

Councilman Eugene Nocera moves to approve the minutes of the regular meeting of July 6, 2020. Councilman Vincent Loffredo seconds the motion.

The Chair calls on Councilman Vincent Loffredo. He notes that on page 5, paragraph 3, the Director of Finance is listed as the “Dictator” of Finance. The scrivener’s error is noted for correction.

There being no further discussion, the Chair calls for a voice vote. The vote to accept the minutes of the regular meeting of July 6, 2020, as amended, is approved unanimously by a vote of 11-0 (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; Councilman Faulkner is absent) The matter is approved.

5. Approval of Minutes: Special Meeting – Community Meeting of July 9, 2020 at 6:00 PM

Councilwoman Jeanette Blackwell moves to approve the minutes of the special meeting, the Community Meeting, of July 9, 2020. Councilman Edward Ford seconds the motion.

There being no discussion, the Chair calls for a voice. The vote to accept the minutes of the special meeting, the Community Meeting, is approved unanimously by a vote of 11-0 (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; Councilman Faulkner is absent) The matter is approved.

6. Public Hearing on Agenda Items – Opens

The Chair opens public hearing at 7:07 PM. He explains that there are two (2) public hearings this evening. The first public hearing is for all agenda items other than the middle school. The second public hearing will be just for then naming of the middle school.

The Chair invites any member of the public looking to speak on any topic other than the middle school can do so by indicating using the hand raise function. The Council Clerk will acknowledge people in chronological order.

Councilman Eugene Nocera asks that the Chair call on Corporation Council Dan Ryan to review with the public the rules of discussion, the Council’s Rules of Procedure.

Attorney Ryan states that a person has five (5) minutes to speak to the Council and is not permitted to speak a second time. After 30 minutes, the Council must vote to extend the hearing tie to allow additional speakers. Speakers are to state their name and address for the record. There are no vulgarities as occurred at the last regular meeting. He reminds Councilmembers, when making a motion or seconding a motion that has been made, to state their name for the record. He reminds the public that they may only speak to items on the agenda.

Councilman Edward McKeon claims a point of order

The Chair calls on Councilman McKeon

Councilman McKeon states that he does not want anyone to be impolite, but he thinks that the Council is ill advised to be abrogating a person’s right to free speech, asking them -- telling them -- what words to say. He thinks the Council should keep that in mind in proceeding with their rules. It is the Council’s meeting and it is the Council’s rules, but he thinks this is a democracy and (*inaudible*).

The Chair thanks Councilman McKeon for that reminder. He thanks Corporation Counsel Ryan for that important reminder also. He appreciates the updates. He asks that, when the first speaker starts, please state your name and address for the record.

Blake Carter (10 Tall Timbers Road): He asks to verify that Tall Timbers Road is not on the agenda this evening. Councilman Eugene Nocera responds, through the Chair, that item is not on the agenda. Mr.

Carter states that, after watching the video after last month's meeting, he is compelled to attend every meeting so he can bear witness and provide testimony at will. Thank you.

The Chair states that this item is expected to be revisited at a future agenda. The Chair asks for the next speaker. The Council Clerk confirms that there are no other speakers in the queue.

7. Public Hearing on Agenda Items – Closes

There being no additional speakers in the queue, the Chair closes the public hearing at 7:11 PM.

8. Public Hearing on Naming of New Middle School - Opens

The Chair opens public hearing at 7:07 PM for the topic of the middle school naming. He reminds that public that this is the second of the two public hearings, the last one being in July. The Council voting on the naming of the middle school, which is currently under construction. He states that the rules apply, as Corporation Counsel Ryan outlined. He opens the meeting to those looking to speak and asks the Council Clerk to call the speakers in the queue.

David Bauer (Dodson Circle) He is speaking in support of Resolution 14A. He is an alumnus of Middleton Schools: Hubbard School, Snow Schools, Woodrow Weldon Junior High School, and Woodrow Wilson High School. His comments are against Woodrow Wilson than advocating. He states that the Woodrow Wilson being a racist has been covered enough so he will not offer comments about his overt and covert racism. In his reading of history, what bothers him most about Woodrow Wilson is he is a progenitor of modern propaganda, What he did to get us into Work War I reads like a primer for just how we were cajoled and forced into so many recent wars, Iraq, especially. He was also the creator of the Creel Commission, Edward Bernais. He did a lot to create the world we live in where we are meant to want more of what we don't need and pretty much stripped of all of our privacy, He played a seminal role in propaganda and surveillance state. To offer it in context, he thought long and hard about this and he talked to all of his fellow alumni. To share some of those thoughts and discussions, there was a complete erasure of them being alumni on the Middletown Public School website and it seems to have an anti-Black history. Quite frankly, they feel, when they were having these discussions, that the erasure of Hubbard School: it is nowhere to be seen. It is now the Middletown Post Office and that is quite an abandonment of their fond memories and other memories of attending there. When you go to the Middletown Public School website, it feels like Winston Spit did an edit; there is no tab for Middletown Public School alumni; there is no history of this City schools and the multiple school systems that we enjoy in our school history, Has the Council uses its authority as the City's naming authority, he also hopes that hope up the responsibility to help the not forget out past. If you do forget the past, how the heck do you know where you are going?

Bill Wilson (220 Woodbury Circle): He asks where the resolution as on last month's agenda. He does not see one brought up. He knows that there are two (2) public hearings and that this is the second public hearing, but he does not see where there was a resolution brought up by anyone on the Council. He asks how that is legal. He asks if this question goes to Corporation Dan Ryan or Majority Leader, Councilman Eugene Nocera. He thought about this earlier today. He states that he also has a second question.

The Chair defers to Corporation Counsel Dan Ryan as to whether or not they can entertain questions during the public hearing. He notes that the question was also directed to Corporation Counsel Dan Ryan

Corporation Counsel Ryan states that there have to be two (2) public hearings before the motion can be approved. He believes that was done last month they had the first public hearing.

Mr. Wilson reiterates that it seems that there was no resolution last month. That is his question: if the Council is following the Charter, there should have been a resolution brought forward by someone. No one brought that resolution forward. There were two public hearings, but with no resolution on the floor, which, to him, means that this hearing process needs to be continued to next month. He notes that the resolution only just came to the table today.

Councilman Eugene Nocera asks Corporation Counsel Ryan if they can ask City Attorney Brig Smith, who was involved in this discussion. Councilman Nocera asks if Attorney Smith is available.

The Chair interjects, stating that he is asking that the Council continue with the public hearing and speak with Attorney Smith at the conclusion of the public hearing.

Mr. Wilson continues with his second question. He states that he talked with a lot of Woodrow Wilson grads and they see which way this is going. They have a compromise: that Beman will be the name of the middle school and the compromise will be that they would have the Wildcat, a non-gender specific animal, as the mascot, adding it is not a ram, which is male. They also ask that hey adopt the school colors of maroon and grey, which are the old school colors. He thinks that this is a good way to reach out and try to do something for the Woodrow Wilson side. He notes that Councilman Nocera wrote back to him quickly that he had no issue with that, adding that it is not his purview. He also reached out to the Board of Education, but had no response from the Naming Committee or the Board of Education at all. People, who graduated from Woodrow Wilson, offered a comprise and were not even given the courtesy of a call back A lot of people in this town are very unhappy that a simple compromise cannot be done or even discussed, reiterating that no one got back to them. They feel that they being pushed aside. The only agenda that matters now is changing the name, keeping the ram, and keeping the black and gold colors. He thinks that it is a bad way

of doing this. He reads the Council that elections are three years off, but there is an election this November and again next year. Again, he urges the Council to listen to the people. Just abuse they are the old people, the Council should at least listen to them and try to comprise with the, He will leave it at that, adding that he believes that the resolution should have been on the agenda last month and it was not.

Lucille Bruce (54 Anderson Street, New Haven): She asks if another caller, Gretchen Long, could be on with her as they have a joint statement. The Council Clerk replies that the system does not allow her to unmute two (2) attendees at once. The only option might be to make these callers panelists for this meeting so they can speak together. Ms. Bruce replies not to worry. She will share her statement and asks that Gretchen Long speak immediately afterwards. The Council Clerk agrees that works.

Ms. Bruce states that she is speaking as an alum of Woodrow Wilson Middle School and the former Woodrow Wilson High School, urging the Council to rename Woodrow Wilson Middle School. This new, state-of-the-art middle school calls for a new name that reflects the Council's values, not the values of people who originally named the school in 1931. They encourage the Council to use the name to honor the Beman Family in Middletown. They strongly believe that many alums would strongly support this change. Her friendship with Gretchen Long, who will speak right after her, began in 1974 when they met. They were 8 years old and met in Mrs. Harvey's 3rd Grade class in the old Stillman School on Loveland Street. Because the cameras are not on, the Council cannot see them, but she is white and Gretchen is African-American. Woodrow Wilson really would not have liked their friendship. She and Gretchen were best friends for three (3) years at Woodrow Wilson Middle School, four (4) years at Woodrow Wilson High School, and ever since. She can't imagine her life without Gretchen and her family. President Woodrow Wilson had nothing to do with their experience in the Middletown Public Schools. Unfortunately, his efforts (*inaudible*) tore children apart and ultimately failed in our society. Proponents of keeping the name Woodrow Wilson Middle School will claim that Wilson was a name of his time and it is unfair to judge people of the past by the values of today. Those arguments, they believe, do not apply here. Woodrow Wilson was not a man of his time. When Woodrow Wilson became president in 1913 and moved to Washington, he found the Federal Civil Service that was largely integrated. African-American men filled management in various government offices often supervising whites. These jobs helped form the economic background of a black middle class and lack of civic and religious institutions in Washington D.C. Wilson himself found this intolerable. At his direction, thousands of black men were fired or demoted to the most menial jobs regardless of their job performance. Black families were ruined and lost their foothold on a middle class existence. Presidents -- all white men before Wilson's time -- had tolerated an integrated civil service, but Wilson could not. An admirer of the (*inaudible*) plan, Wilson did not feel that blacks and whites should work together and certainly that blacks should never have more responsibilities than whites. If you want to get really clear about what Woodrow Wilson believed in watch D.W. Griffith's film, *The Birth of a Nation*, which became the first film screened in the White House when Wilson was President in 1915. The heroes of the film are literally men in the Klu Klux Klan, who terrorize simple-minded, but dangerous blacks. The film perfectly mirrors Wilson's racist beliefs, which is probably why he liked it so much. As history teaches us these beliefs are false and harmful to every American Wilson's idea, when carried out, lead to violence and chaos in our scared civic life.

Ms. Bruce states that she now turns this presentation over to Gretchen Long to finish their joint statement,

Gretchen Long (212 Church Street, North Adams, MA): Like previous speaker Lucille Bruce, she is an alum of Woodrow Wilson, same class in Woodrow Wilson Middle School and Woodrow Wilson High School. She will continue the statement: President Wilson's values are not the values of the Middletown Public Schools. They believe that educators and staff at the new middle school, as well as the taxpayers of Middletown, do not share these values. They want every child to feel welcomed and valued and free to pursue their talents and passions, free to be friends with anyone. Wilson was vehemently against any social combining or integration. He did not believe in blacks rising in life. That was backwards then and it's backwards now. Here, in Middleton, we are so fortunate to have an historic example of the opposite of what Woodrow Wilson stood for. We have the Bemens, a family of abolitionists, ministers, real estate developers and community leaders, who fought for justice and freedom. The Bemens served and supported members of their community, collaborated across racial lines, and thought for themselves, ahead of the currents of the day. When she and Lucille lived in Middletown, they did not know about the Bemens. They have been inspired to learn about them in recent months. They believe that they (the Bemens) embody the values Middletown Public Schools for a few reasons, The Bemens were leaders. They believed in education. They were independent thinkers. They took risks. They helped their community advance economically. They were eloquent speakers and writers. They supported universal suffrage and they had courage, leadership, independence, courage, a way with words, respect for education and economic power, respect for the vote. Jehiel, Amos, Leverett, and Clarissa Beman exemplify these values and these are the values that the Council will embrace if they honor the Beman family in naming this school. It would demonstrate to every young person that they don't have to be famous, they don't have to be president, to contribute something of lasting value to the community and to the world. A hero is a person, who takes risks, stands up for what they believe in, and serves their community. If students want to see what real Middletown heroism looks like, they can study the Beman family. Young people know when something is not right, when adults act in ways that don't line up with values that we express. For this reason, they believe it is untenable for the Council to retain the name of Woodrow Wilson and such a decision would continue to divide the community for years to come. The late Congressman John Lewis recently wrote, "Democracy is not a state. It's an act and each generation must do its part to help build what we call the loving community, nation, and world society at peace with itself." To the Middletown Town Council: this is the moment to act and she urges them to act with courage and conviction like the Bemens did, reflecting not the values of false nostalgia and division, but values of education and service for even a better future. Thank you.

Diana Martinez (41 Prospect Street): She will not belabor the comments today because the person, who spoke before her said it all, right. She is really excited to be at this point where they are, hopefully, solidifying this decision, at least a year in the coming. She is excited that she gets to witness this. She is very much looking forward to her kid, who is entering the school this year, entering Beman Middle School and not a school named after someone, who wouldn't have wanted her there. She is hopeful for all of the Council and wishes them the best of luck in their decision. She hopes that they will make the right choice on this one, the right historical choice, the right moral choice, and the right choice for the kids. Thank you.

Precious Price (143 Prospect Street): She is calling to say "ditto" to what Diana (Martinez) and the woman before said. She wants to quickly, not vent, but make a comment about, clearly the comment about no swearing, about her speech in the last meeting. She wants to say, first, that she apologized and, secondly, she appreciates what (Councilman) Ed McKeon said because, when racist things happen to black people, we cannot control how we respond to it nor should we be asked to. She wants to reiterate that, if all you heard was the swearing, then maybe she shouldn't have because she had so much more to say in the conversation than that and she hopes that's what was heard. She says that quickly because it was brought up. She appreciates all of the work that everyone has put into this and she hopes it comes through tonight. She thanks the Council for listening and bearing witness to what is happening during this New Year. She hopes that the Council makes the right choice. Black lives matter. Thank you.

The Chair asks if there are any other speakers.

The Council Clerk confirms that there are no additional speakers in the queue; however, there is a letter submitted to the Common Council from Hope Kasper with the request that it be read into the record. The Council Clerk reads the letter:

Sent: Friday, July 31, 2020 5:28 PM
Subject: Naming of Middle School

Please read into the record.
Thank you,
Hope p. Kasper

Common Council:

Upon reviewing your agenda in regard to naming of the Middle School, your public hearing held on July 6, 2020 did not refer to a name for the middle school. It was to solicit advice.

Without holding the second public hearing, you have selected a name in your resolution to call the new school Beaman Middle School when the voters for all intentional purposes thought it was and will be called Woodrow Wilson Middle School as shown on the ballot that requested funding for the middle school.

The committee overseeing the new construction for the middle school is also called Woodrow Wilson. What happens to that, a new committee?

Have you changed the public hearing to include the name Beaman? If so it seems that another public hearing is required under Section 23-22. Section also states if it isn't followed, name change will not be valid.

Section 23-22 Naming authority.
[Added 8-3-2015 by Ord. No. 16-15]

- A.** The Common Council shall be the naming authority for all City properties and assets, including schools, parks, roads, highways, fields, open spaces, and all other entities owned by the City.
- B.** The Common Council may solicit advice from all sources in the exercise of its naming authority.
- C.** A public hearing on any naming shall be conducted at a regular Common Council meeting before a vote on any such naming at a subsequent regular Common Council meeting.
- D.** Naming or renaming that does not follow the requirements of this section will not be valid.

The Chair asks if there are any other speakers for this item. The Council Clerk confirms that there are no other hands raised. The Chair reiterates that, if anyone wishes to speak, please raise your hand. The Council Clerk again checks the WebEx public system and confirms that no hands are raised to indicate that someone wishes to speak. The Chair thanks everyone.

The Chair asks City Attorney Brig Smith to respond to the question that was raised earlier in the meeting.

Attorney Smith states that the public hearing both last month and this month are both perfectly in order. The Ordinance, which he drafted, simply requires two (2) public hearings, it does not specify that it be provided in advance. The purpose of the Ordinance was to elicit community guidance, We did that and, as you know whether it is an individual sponsor on a resolution or a committee, the sponsor of the resolution, between the time of the previous agenda and this agenda, a resolution comes out, proposes and action, and Councilmember's vote on it. There nothing that says Council must accept this resolution. There is

nothing that says Council cannot amend the resolution, provide a different name, based on the community comment that they received in this public hearing or the previous one. The action is perfectly in order and the Council can do with it what it would like, but it is certainly welcome to do something with it now.

The Chair thanks Attorney Smith and continues with the agenda.

9. Public Hearing on Naming of Middle School – Closes

There being no further public comments, the Chair closes the public hearing at 7:33 PM.

10. Mayor requests Council Clerk to read appropriation requests and the Certificate of Director of Finance

NOTICE OF PUBLIC HEARING

Notice is hereby given that a regular meeting of the Common Council of the City of Middletown will be held remotely via WebEx, at Join A Meeting, Event #129 547 0627, on **MONDAY, AUGUST 3, 2020, AT 7:00 PM** to consider and act upon the following:

Public Works: \$23,000 -- Acct. No: 1000-22000-51110-0229; salaries and wages FT permanent: to increase the current PT custodian at Oddfellows and 51 Green Street to FT to provide additional services for 51 Green Street occupants

Any and all persons interested may appear and be heard.

ATTEST:

HON. BENJAMIN D. FLORSHEIM, MAYOR

Dated at Middletown, Connecticut, 29th day of July, 2020

MEMORANDUM

TO: His Honor, Mayor Benjamin D. Florsheim and
Members of the Common Council

FROM: Finance Department

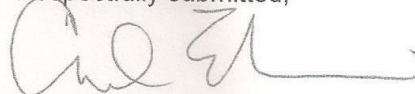
DATE: July 28, 2020

RE: Certification of Funds

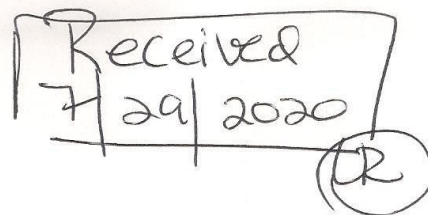
This is to certify that funds sufficient to meet the appropriations requested at your meeting on August 3, 2020 are available as follows:

General Fund	\$23,000
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Respectfully submitted,



Carl Erlacher
Director of Finance &
Revenue Services



A. Public Works: \$23,000 -- Acct. No: 1000-22000-51110-0229; salaries and wages FT permanent: to increase the current PT custodian at Oddfellows and 51 Green Street to FT to provide additional services for 51 Green Street occupants
APPROVED

Councilman Edward McKeon reads the proposed appropriation and moves to approve. Councilman Philip Pessina seconds that motion.

There being no discussion, the Chair calls for a roll call vote on the motion to approve the appropriation, asking the Council Clerk to read the roll:

Councilwoman Blackwell	aye
Councilwoman Carta	aye

Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion to approve the appropriation is approved unanimously with 12 aye votes (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico McKeon, Nocera, Pessina, and Salafia). The Chair states the matter is approved.

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR ADDITIONAL APPROPRIATION

Appropriation Number:	<input type="text" value="0"/>	Date of Request:	<input type="text" value="7/22/2020"/>
Amount Requested:	<input type="text" value="\$23,000.00"/>		
Fund:	<input type="text" value="General Fund"/>		
Code:	<input type="text" value="1000-22000-51110-0229"/>		
Budget Item:	<input type="text" value="Salaries & Wages, FT perm"/>		
Department:	<input type="text" value="Public Works"/>		
Date Advertised before Meeting:	<input type="text" value="7/29/2020"/>	Date Advertised after Meeting:	<input type="text" value="8/7/2020"/>
Reason for Request:	<input type="text" value="The City appropriate \$23,000 to increase the current part time custodian that services Odd Fellows and 51 Green Street to a full time position. This will provide additional custodial services at 51 Green Street, based on the needs of the new occupants."/>		

Signature:	<input type="text"/>
Requested by:	<input type="text" value="Christopher Holden"/>
Status:	<input type="text" value="Passed"/>
Status Date:	<input type="text" value="8/3/2020"/>

11. Department, Committee, Commission Reports and Grant Confirmation Approval

Councilman Grady Faulkner, Jr. reads and moves for approval of the Department, Committee, and Commission Reports and Grant Confirmation Approval, agenda items 11A, 11B, 11C, 11D, 11E, 11F, and 11G. Councilman Vincent Loffredo seconds the motion.

There being no discussion, the Chair calls for a roll call vote, asking that the Council Clerk read the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion to approve Items 11A to 11G, inclusive, is approved unanimously with 12 aye votes (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico McKeon, Nocera, Pessina, and Salafia). The matter is approved.

A. City Clerk's Certificate
APPROVED



City & Town Clerk's Office
245 deKoven Drive
Middletown, CT 06457

Certification

I, Ashley Flynn-Natale, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on July 6, 2020 at 7:00 p.m., the special meeting of the Common Council on July 9, 2020 at 6:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 3rd day of August, 2020.



Attest:

Ashley Flynn-Natale
City & Town Clerk

B. Monthly Reports -- Finance Department: Transfer Report to July 22, 2020

APPROVED

Transfers of Funds - Operating Budget Accounts					
		From 6/24/20	To 7/22/20		
FY 2019-2020					
Date	Department	Budget Item	From Account No.	To Account No.	Amount
06/25/20	Police	Telephone	1000-18000-54110-0180		(3,500.00)
		Lethal/Less Lethal Equip & Supplies		1000-18000-53140-0180	2,500.00
		Misc Supplies		1000-18000-53115-0180	1,000.00
		Prof Develop/Training	1000-18000-51930-0180		(478.50)
		Tires		1000-18000-53530-0180	478.50
06/24/20	Police	Storage Drives	2070-18000-55510-x-x-2020		(244.00)
		Desktops & Monitors	2070-18000-79587-x-x-2020		(731.04)
		Printers	2070-18000-79724-x-x-2020		(250.00)
		Office Furniture	2070-18000-79500-x-x-2020		(49.00)
		Rugged MDT for Cruiser	2070-18000-79791-x-x-2020		(120.00)
		Microsoft License	2070-18000-79792-x-x-2020		(351.80)
		Memory for Servers		2070-18000-79561-x-x-2020	1,745.84
06/26/20	Fire	Uniform Allowance	2010-50000-51950-0500		(4,440.00)
		General Specialized Equipment		2010-50000-53100-0500	4,440.00
06/29/20	Library	Subscriptions	1000-07000-53425		(15.99)
		Network Maintenance		1000-07000-55835	15.99
06/26/20	Communications	Contractual Services	1000-18700-55165		(13,500.00)
		Replacement OT - Dispatchers		1000-18700-51355	13,500.00
06/26/20	Clerk	Elections	1000-04000-52195		(1,000.00)
		General Administrative		1000-04000-52110	1,000.00
06/29/20	Police	Court Appearances	1000-18000-51395-0180		(363.96)
		General Vehicle Services	1000-18000-53510-0180		(2,354.00)
		Telephone	1000-18000-54110-0180		(2,272.00)
		Cell Phone	1000-18000-54120-0180		(3,470.80)
		Claims Paid	1000-18000-57110-0180		(334.43)
		General Administrative	1000-18000-52110-0180		(1,220.00)
	Animal Control	Incentive Pay	1000-18000-51910-0182		(1,300.00)
		Postage	1000-18000-52150-0182		(1,685.00)
		Tires	1000-18000-53530-0182		(400.00)
		Prof Develop/Training	1000-18000-51930-0182		(1,710.74)
		General Administrative	1000-18000-52110-0182		(1,369.36)
		Veterinarian	1000-18000-53360-0182		(2,500.00)
	Police	Overtime		1000-18000-51340-0180	18,980.29
06/29/20	Fire	General Vehicle Services	2010-50000-53510-0500		(240.00)
		Tires		2010-50000-53530-0500	240.00
06/29/20	Library	Salaries & Wages, PT Perm	1000-07000-51215		(737.00)
		Repairs/Maintenance to Buildings		1000-07000-53380	500.00
		Network Maintenance		1000-07000-55835	149.00

		Adult		1000-07000-53405	88.00
06/30/20	Parks	General Specialized Equipment	1000-22000-53100-0320		(3,000.00)
		Building/Park Maintenance Materials		1000-22000-53380-0320	3,000.00
06/30/20	Police	Vaccinations	1000-18000-53170-0180		(364.00)
		Postage	1000-18000-52150-0180		(188.33)
		Incentive Pay	1000-18000-51910-0180		(737.00)
		Prof Develop/Training	1000-18000-51930-0180		(1,130.00)
		Lethal/Less Lethal Equip & Supplies		1000-18000-53140-0180	575.65
		General Tech Maint & Improve		1000-18000-55810-0180	642.79
		Spec Agency Supplies & Equipment		1000-18000-53102-0180	1,200.89
06/30/20	Communications	Contractual Services	1000-18700-55185		(1,500.00)
		Replacement OT - Dispatchers		1000-18700-51355	1,500.00
06/30/20	Police	Telephone	1000-18000-54110-0180		(3.02)
		Cell Phone		1000-18000-54120-0180	3.02
		Repairs/Maintenance to Buildings	1000-18000-53380-0180		(70.69)
		Spec Agency Supplies & Equipment		1000-18000-53102-0180	70.69
06/30/20	Recreation	Salaries & Wages, PT Seasonal	1000-32000-51230-0321		(5,000.00)
		Overtime	1000-32000-51340-0321		(1,000.00)
		Busing	1000-32000-55415-0321		(5,000.00)
		Salaries & Wages, PT Temp	1000-32000-51220-0321		(3,000.00)
		Misc Supplies		1000-32000-53115-0321	14,000.00
06/30/20	IT	Desktop Printer Maintenance	1000-03500-55436		(116.25)
		Consultant Services		1000-03500-55180	116.25
06/30/20	PW/Garage	Contractual Services	1000-22000-55185-0225		(1,000.86)
	PW/Highway	Landfill Overtime		1000-22000-51336-0226	1,000.86
	Sanitation	General Vehicle Services	2020-40000-53510		(1,650.00)
		Interdepartmental Services		2020-40000-52125	1,650.00
06/30/20	Water	Contractual Services	5000-60000-55185		(7,948.43)
		Electricity		5000-60000-54200	7,948.43
		Repairs/Maintenance to Vehicles	5000-60000-53520		(446.86)
		Medicare		5000-60000-51560	446.86
06/30/20	Parks	Miscellaneous Overtime	1000-22000-51340-0320		(2,500.00)
		Vehicle Services		1000-22000-53510-0320	2,500.00
06/30/20	Water	Interdepartmental Services	5000-60000-52125		(2,471.15)
		Electricity		5000-60000-54200	2,471.15
06/30/20	Fire	Overtime	2010-50000-51340-0500		(2,703.74)
		Fill-Ins	2010-50000-51971-0500		(14,128.94)
		Salaries & Wages, FT Perm		2010-50000-51110-0500	16,832.68
		Overtime	2010-50000-51340-0500		(673.94)
		Stipends		2010-50000-51371-0500	673.94

06/30/20	Mayor	Cell Phone	1000-01000-54120		(677.00)
		Salaries & Wages, PT Perm		1000-01000-51215-0010	538.00
		General Administrative		1000-01000-52110-0010	139.00

C. Grant Confirmation & Approval – Board of Education – miscellaneous funds: \$50,852.87
APPROVED

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL

OF THE FOLLOWING GRANT

Grant Number:478

Date of Request:6/30/2020

Name of Grant:as listed below

Amount Requested:\$50,852.87

Code:2450-33000-59405-X-03025

Grant Period: From:7/1/2019 To:6/30/2020

Rev Code2450-33000-43480-X-X

Type of Grant:

Amount Loaned from General Fund:\$0.00

Department Administering Grant:Middletown Board of Education

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

2557-MAC@Manes in Motion (\$2,885.05) grant reduction; 2721-SPED Medicaid \$2,740.38; 2799-Food Services \$1,201.14; 8001-Retirees/COBRA Ins \$41,741.15; 8009-Maintenance/Rentals \$5,032.50; 8023-Central Office Receipts \$2,250.00; 8035-ADED - GED/Pearson Receipts \$18.75; 8036- Even Start Family Learning Prog \$754.00. Total Special Programs through 6/16/20 \$19,545,915.97 ADDITIONS \$50,852.87 Total Special Programs 6/30/20 \$19,596,768.84.

Signature:

Requested by:Christine Bourne, Chief of Administration

Status:Passed

Status Date:8/3/2020

D. Grant Confirmation & Approval – Board of Education – miscellaneous funds: \$60,537.24
APPROVED

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL

OF THE FOLLOWING GRANT

Grant Number:479

Date of Request:7/12/2020

Name of Grant:as listed below

Amount Requested:\$60,537.24

Code:2450-33000-59405-X-03025

Grant Period: From:7/1/2020 To:6/30/2021

Rev Code2450-33000-43480-X-X

Type of Grant:

Amount Loaned from General Fund:\$0.00

Department Administering Grant:Middletown Board of Education

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
2721-SPED Medicaid \$1,568.59; 2732-SWAIM Strings \$380.00; 8001-Retirees/COBRA \$24,399.21; 8005-Summer School Receipts \$3,488.00; 8011-Chromebook Replacement \$897.00; 8012-Sale of Electricity \$1,586.49; 8023- Central Office Receipts \$576.80; 8094-SPED Tuition Revenue \$27,641.15. Total Special Programs through 7/12/20 \$60,537.24.

Signature:

Requested by:Christine Bourne, Chief of Administration

Status:Passed

Status Date:8/3/2020

E. Emergency Purchase – Public Works: \$6,500 to Labbadia Monuments, LLC for removal of the Christopher Columbus statue from Harbor Park and delivery to City Yard for storage
APPROVED



Memo

To: Donna Imme, Purchasing Director

From: Benjamin D. Florsheim, Mayor

Date: July 13, 2020

Re: Statue Removal

All,

This memo serves as notice for the requested removal and relocation of the Christopher Columbus statue from Harbor Park. Due to scheduled maintenance work at Harbor Park, it required the statue removal and delivery to City Yard for storage. Such plans were previously approved by the Planning and Zoning Commission. As a result \$6,500.00 of cost were incurred due to the hiring of Labbadia Monuments LLC, a vendor that specializes in such removal and delivery.



Benjamin D. Florsheim, Mayor

LABBADIA MONUMENTS LLC
13 WEST SILVER STREET
MIDDLETOWN, CT 06457-3830
860-343-7755

City of Middletown
245 deKoven Dr.
Middletown, CT 06457

June 26, 2020

Removal of statue of Christopher Columbus and delivery to City Yard = \$6,500.00



Sandro Labbadia

860-343-8248 fax

labbadiamonuments@aol.com

F. Arrigoni Bridge/ Department of Transportation Report: State Project No. 0082-0320, Saint John's Square and Main Street Intersection Improvements, City of Middletown
APPROVED

State Project No. 0082-0320
Saint John’s Square and Main Street Intersection Improvements
City of Middletown

Traffic analyses began in 2016 for various intersections on Main Street in the city of Middletown, as well the removal of the traffic signals on Route 9 which later became known as Project No. 82-318. Attached are the analyses performed in 2016 and the traffic volumes used in that analysis. In reviewing the analyses, it was identified that there could be independent utility of providing safety and operational improvements along the Main Street corridor regardless of moving forward with removing the signals.

Traffic volume projections are performed by the Department’s Office of Strategic Planning and Projects and are estimated based on historical and expected growth of the area for a “No-Build” and “Build” scenario. At the time of the 2016 analysis, the Build scenario for the projected traffic volumes included changed traffic patterns related to the first alternative for State Project No. 82-318, removal of the traffic signals on Route 9. The “No Build” scenario of the 2016 analysis represents the proposed improvements of the other projects along Main Street since “No Build” means we are not building the signal removal proposal.

The Connecticut Department of Transportation (Department) initially analyzed the St. John’s Square intersection as a single-lane roundabout and determined that it would not handle the traffic volume of the intersection. The Department then looked at utilizing the existing State-owned right-of-way and added turning lanes on the Hartford Avenue approach to mitigate the congestion that ques back to the Route 9 intersection. Furthermore, the Department analyzed various lane configurations for the Rapallo Avenue/Grand Street/Main Street intersection. The initial addition of a right-turn lane on Grand Street was removed at the city of Middletown’s request as a result of the proposed park. Although converting Rapallo Avenue to one-way did not have a significant impact to the intersection delays, it was determined to be a significant operational improvement by removing the conflicting maneuvers with Grand Street, as well as geometry improvements it allowed for on Main Street.

Analysis of additional lanes on Hartford Avenue approach including improvements to Rapallo Avenue, Grand Street and Washington Street:

All the analyses were performed assuming an exclusive pedestrian phase versus the existing condition at the Grand Street and Main Street intersection that uses a concurrent pedestrian phase. The improvement between the No-Build and Build scenario at Hartford Avenue and Washington Street, as well as the operational improvements of removing the conflicting left-turns at the Rapallo Avenue and Grand Street justified moving forward with initiating Project No. 82-320 and was agreed upon by the city of Middletown.

	Main at Hartford Ave.		Main at Washington St.		Main at Rapallo and Grand	
	AM	PM	AM	PM	AM	PM
2020 No-Build	D	F	E	E	B	C
2020 Build	C	D	D	D	C	C
2040 No-Build	E	F	F	F	B	C
2040 Build	D	D	D	E	C	C

What the Level of Service Represents

The operation of an intersection is quantified by a level of service which is based on the delay a motorist experiences that is attributable to the presence of the traffic signal and conflicting traffic.

Level of Service	Control Delay Per Vehicle (Seconds)
A	≤ 10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80


Rev. 11/15

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

memorandum

subject: Traffic Capacity & Level of Service Analysis
Project No. 0082-XXXX
F.A.P. No. – N/A
Signal Removal on Route 9
City of Middletown
date: February 23, 2015

to William W. Britnell
Transportation Principal Engineer
Bureau of Engineering and Construction


from Mark F. Makuch
Transportation Principal Engineer
Bureau of Engineering and Construction
Mark F. Makuch, P.E.
2016.02.24 09:25:35-05'00'

As requested our office has performed a Synchro analysis and simulation to determine the level of service for the 7 intersections identified on the submitted map. Each intersection was analyzed using 2040 AM and PM peak volumes for both the existing ‘No-Build’ conditions and the ‘Build’ conditions shown on the aerial concept plans provided. The analyses at all relevant intersections were performed under the assumption that the pedestrian phase would be called every cycle.

Attached please see a summary of the Level of Service Analysis. A similar summary for the 2020 AM and PM peak volumes will follow shortly.

If you have any questions or would like to look at any intersection more in depth, please contact Cris Jurich at 860-594-2713.

Attachment

cc: Charles S. Harlow – Mark F. Makuch – Michael W. Lalone

Project No. 0082-XXXX: Signals Removal on Route 9 City of Middletown
Intersection Level of Service Analysis

Intersection 82-207: Route 9 at Route 17				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Signalized	F	Delay (sec/v) on Rte 9 = 133.5
2040 Build	AM	Unsignalized	N/A	Delay (sec/v) on Rte 9 = 23.6
2040 No Build	PM	Signalized	F	Delay (sec/v) on Rte 9 = 68.3
2040 Build	PM	Unsignalized	N/A	Delay (sec/v) on Rte 9 = 16.2

Intersection 82-223: Route 9 at Washington St. and De Koven Dr.				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build (Washington St./De Koven Dr.)	AM	Signalized	F	
2040 No Build (Washington St./Route 9)	AM	Signalized	F	Delay (sec/v) on Rte 9 = 23.7
2040 Build	AM	Roundabout	B	Delay (sec/v) on Rte 9 = 7.1
2040 No Build (Washington St./De Koven Dr.)	PM	Signalized	F	
2040 No Build (Washington St./Route 9)	PM	Signalized	F	Delay (sec/v) on Rte 9 = 31.4
2040 Build	PM	Roundabout	D	Delay (sec/v) on Rte 9 = 7.5

Intersection 82-241: Route 66 (Main St.) at Route 17 (Hartford Ave.)				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Signalized	F	
2040 Build	AM	Roundabout	F	
Approach LoS for Roundabout				
Rt. 66 (NW approach)			F	
Rt. 17 (East approach)			B	
Main St. (South approach)			F	
2040 No Build	PM	Signalized	F	
2040 Build	PM	Roundabout	F	
Approach LoS for Roundabout				
Rt. 66 (NW approach)			B	
Rt. 17 (East approach)			F	
Main St. (South approach)			F	

Intersection 82-222: Route 66 (Main St.) at Rapallo Ave. and Grand St.				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Signalized	C	
2040 Build	AM	Signalized	B	
2040 No Build	PM	Signalized	C	
2040 Build	PM	Signalized	D	

Intersection 82-215: Main Street at Liberty Street				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Signalized	B	
2040 Build	AM	Signalized	A	
2040 No Build	PM	Signalized	A	
2040 Build	PM	Signalized	A	

Main Street at Ferry Street				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Unsignalized	A	
2040 Build	AM	Unsignalized	A	
2040 No Build	PM	Unsignalized	A	
2040 Build	PM	Unsignalized	B	

Intersection 82-214: Route 66 (Washington St.) at Main St.				
Scenario	AM/PM Peak Volumes	Intersection Type	Level of Service	Notes
2040 No Build	AM	Signalized	F	
2040 Build	AM	Signalized	D	
2040 No Build	PM	Signalized	F	
2040 Build	PM	Signalized	E	

Hall, Stephen D

From: Vail, Matthew R
Sent: Monday, August 15, 2016 1:30 PM
To: Britnell, William W; Jarboe, Erik A; Pires, Manuel D
Cc: Jazwicz, Joseph J; Glade, Jessica L.
Subject: FW: Middletown Intersection SimTraffic results
Attachments: Rappallo and Main delay Summary Sheet.pdf; Rappallo Delays Simtraffic Printouts.pdf; AM Delays at Hartford Ave and Route 9 Intersection.pdf

FYI

Matthew R. Vail

Project Manager
Bureau of Engineering and Construction
Connecticut Department of Transportation
860-594-3342

From: Jurich, Crisdinh
Sent: Thursday, August 04, 2016 3:45 PM
To: Vail, Matthew R
Cc: Stoeffler, Brett M.
Subject: Middletown Intersection SimTraffic results

Hi Matt,

I've had a chance to look at the Rappallo Ave./Grand St./Main St. intersection. The results provided are delays from Simtraffic simulations which I believe will be more representative of actual conditions than the Synchro delays and Level of Service results due to the complexity of the network. However if you want I can provide those as well.

The results are all from the PM peak volumes which were worse than the AM volumes with 230 added vehicles per hour. Previously it was assumed in the Build condition that this additional traffic would turn left off route 9 NB onto Washington St. and then take a right to travel down Main Street heading North. This was adjusted so that the 230 vehicles would instead travel down DeKoven Dr. onto Rappallo Ave and then right onto Main St. This additional volume turning right off Rappallo created huge queues on Grand St. as the conflicting lefts were unable to make their turn. This was analyzed with a second right turn lane coming out of Rappallo Ave.

The queue's on Grand St. were alleviated somewhat by giving it a separate phase from the Rappallo Ave movements. However this led to worse delays and longer queues on Main Street.

I also checked with the Rappallo Ave and Liberty St. intersections running in coordination with the nearby state owned signal at Int 82-241 (Main St. and Hartford Ave). There were some improvements in the delays but a lot of the same issues still remained.

Finally I checked with Rappallo Ave being a one-way street coming out onto Main St. and re-routing the traffic going down Rappallo to Green St. instead. This did not have much of an impact on reducing delays.

Please see the attached summary sheet and Simtraffic printouts.

You also previously asked for the AM simtraffic delay results at the intersection of Route 9 and Route 17 (Hartford Ave.). I've included these as well as the queuing reports. With the one-lane turning off Hartford Ave onto Route 9 NB, the overall delays aren't much worse than the 3 Route 9 NB lanes however there is upstream blockage at the Hartford Ave/Main Street intersection due to the long queues on Hartford Ave. If the signal timing is adjusted to eliminate this, it creates massive delays on Route 9 SB.

Again, if you want any more information or want to see the simulations run just let me know.

Thanks,

-Cris J

DOT Traffic

Crisdinh.jurich@ct.gov

860-594-2713

Delays at Intersection #82-222 Grand St. and Rappallo Ave. at Main St.												
1) 2020 No Build: No added traffic volume on either Rappallo Ave or Main St and existing geometry												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
47.6	25.8	21.6	100.1	74.7	62.4	92.8	66.1	68.7	29.1	1.9	31.2	56
2) 2020 Build: Added traffic volume on Main St												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
52.6	25.4	25.9	101.3	94.9	89.3	131.7	140.8	90.6	24.6	5.7	28.9	67.6
3) 2020 Build: Added traffic volume on Main St, Coordination with Int 82-241												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
28.5	14.9	13	92.9	90	64	47.3	49.4	49.1	47.9	3.3	39.4	50.5
4) 2020 Build: Added traffic volume on Rappallo Ave. 2-lane approach from Rappallo (right only and a thru-left-right)												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
41.9	31.4	23.3	92.2	86.1	92	363.8	405.1	341.1	42.1	6.8	49.3	125.5
5) 2020 Build: Added traffic volume on Rappallo Ave., Coordination with Int 82-241												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
44.9	19.9	23.2	188.6	123	109.4	295.3	342.2	290	24.7	3.7	29.3	106.3
6) 2020 Build: Added traffic volume on Rappallo Ave., Rappallo and Grand on separate phases												
Total Delay per vehicle (sec) by approach												
Main St. Southbound			Main St. Northbound			Grand St.			Rappallo Ave.			All
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	All
110.2	66.8	66.5	242.5	145	184.5	120.5	133.7	119.6	84.6	12.1	66.1	95.7

The additional 230 vehicles per hour on Main St. Northbound caused an increase in delays at the intersection of Rappallo Ave. and Main St. These additional delays were able to be somewhat mitigated by adding coordination with the Intersection of Hartford Ave and Main St. However, this is a State owned signal whereas the rest of the signals along Main St. are town owned. If these additional 230 vehicles were assumed to use DeKoven Dr. onto Rappallo Ave where they would turn right, instead of going North on Main St. from Washington St. the delays became worse. Even with two approach lanes on Rappallo Ave., the left turning vehicles from Grand St. were unable to make their turn due to the significantly increased number of conflicting right turning vehicles coming out of Rappallo. If Rappallo and Grand Street were changed to separate phasing instead of concurrent the delays for vehicles coming out of Grand St. were reduced. However, in this situation the delays for the other approaches all suffered and backup along the Main St. Northbound approach worsened. Changing Rappallo to a one-way approach did not have a significant impact on delays.

1

SimTraffic Performance Report
No Build 2020 PM

8/4/2016

10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.7	0.3	0.0	0.0	0.0
Total Del/Veh (s)	47.6	25.8	21.6	100.1	74.7	62.4	92.8	66.1	68.7	29.1	1.9	31.2

10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	56.0

2020 No Build, No added Volume

2

SimTraffic Performance Report

2020 phase 2 build - Rappallo Edits

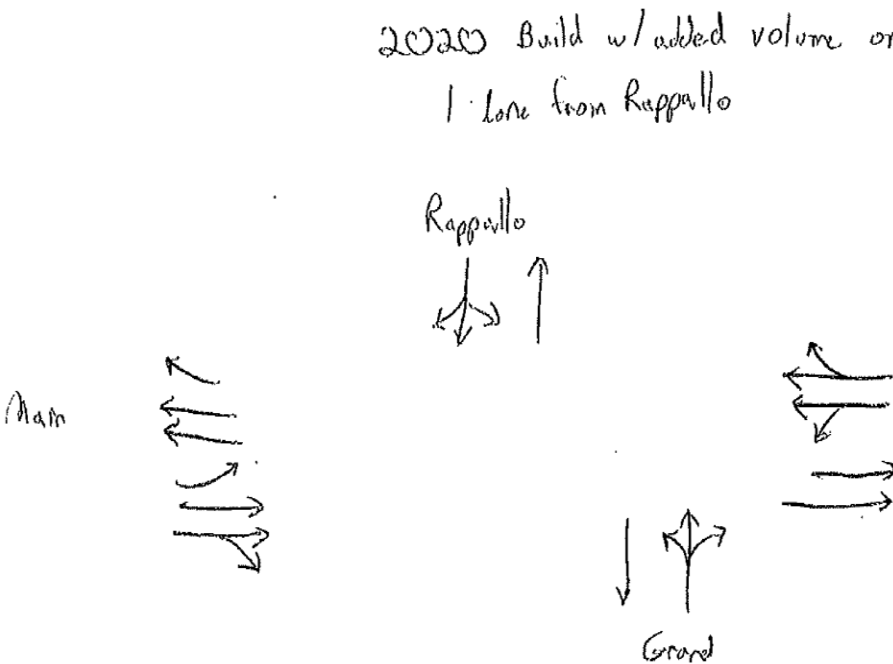
8/2/2016

10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.1	0.4	0.0	0.0	0.0
Total Del/Veh (s)	52.6	25.4	25.9	101.3	94.9	89.3	131.7	140.8	90.6	24.6	5.7	28.9

10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	67.6



3

SimTraffic Performance Report
2020 phase 2 build - Rappallo Edits

8/2/2016

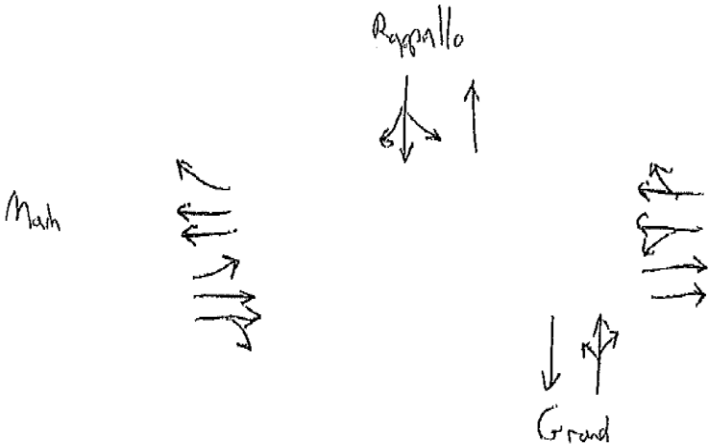
10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.7	0.3	0.0	0.0	0.0
Total Del/Veh (s)	28.5	14.9	13.0	92.9	90.0	64.0	47.3	49.4	49.1	47.9	3.3	39.4

10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	50.5

2020 Build w/ added volume on Marsh St.
1 lane from Rappallo
coordination w/ 82-291



4

SimTraffic Performance Report

2020 phase 2 build - Rappallo Edits

8/2/2016

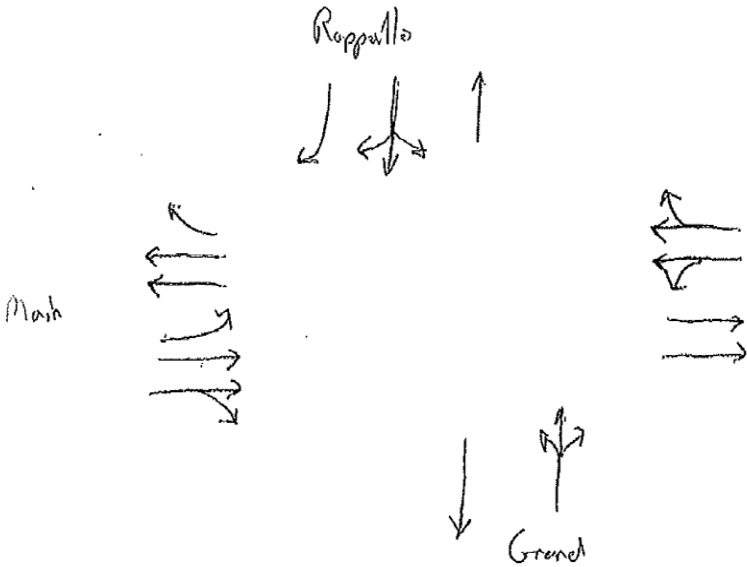
10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.4	0.4	0.0	0.0	0.0
Total Del/Veh (s)	41.9	31.4	23.3	92.2	86.1	92.0	363.8	405.1	341.1	42.1	6.8	49.3

10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	125.5

2020 Build w/ added volume on Rappallo
2 - lane from Rappallo



5

SimTraffic Performance Report

2020 phase 2 build - Rappallo Edits

8/2/2016

10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SEB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.8	0.4	0.0	0.0	0.0
Total Del/Veh (s)	44.9	19.9	23.2	188.6	123.0	109.4	295.3	342.2	290.0	24.7	3.7	29.3

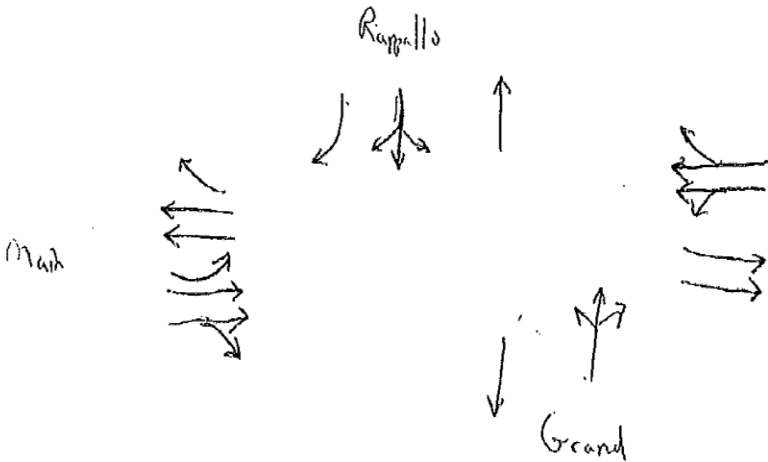
10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	108.3

2020 Build w/ added Volume on Rappallo

2 lane from Rappallo

Coordinated w/ 82-241



SimTraffic Performance Report

2020 phase 2 build - Rappallo Edits

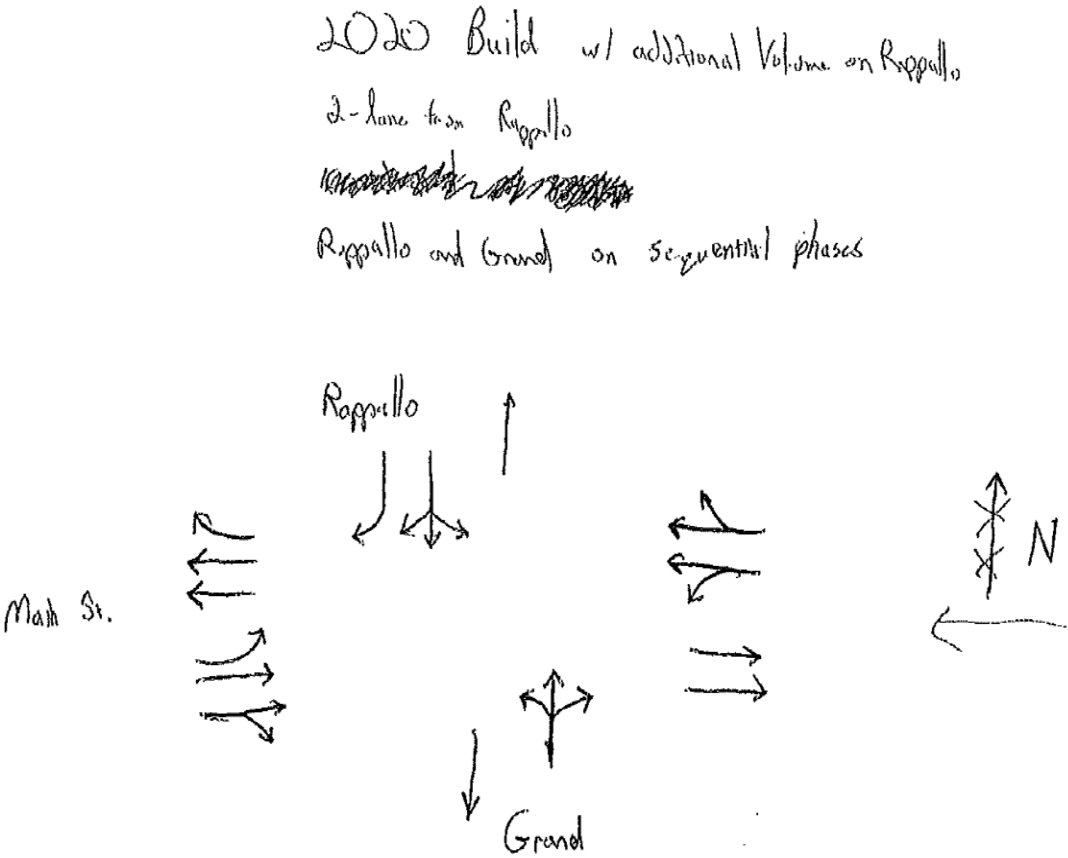
8/1/2016

10: Main St. & Rappallo Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3	0.4	0.0	0.0	0.0
Total Del/Veh (s)	110.2	66.8	66.5	242.5	145.0	184.5	120.5	133.7	119.6	84.6	121.1	66.1

10: Main St. & Rappallo Ave Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	95.7



2040 PM No Build
2040 PM No Build

7/5/2018

8: Route 17 & Route 9 Performance by movement

MOVEMENT	EB	WB	WB	WB	WB	WB	WB	WB	WB
Denied Del/Veh (s)	4.1	3.7	0.0	0.0	0.0	0.0	0.0	0.0	2.3
Total Del/Veh (s)	407.1	776.0	697.0	105.5	182.5	65.1	142.8	395.8	

9 SB 9 NB Hartford Ave

SimTraffic Performance Report
No Build 2020 PM

7/5/2018

8: Route 17 & Route 9 Performance by movement

MOVEMENT	EB	WB	WB	WB	WB	WB	WB	WB	WB
Denied Del/Veh (s)	0.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.3
Total Del/Veh (s)	307.3	637.2	640.0	103.6	113.6	7.8	63.0	278.3	

9 SB 9 NB Hartford Ave

SimTraffic Performance Report

2020 phase 2 build - 2 rte 9 nb thru lanes - PM

7/6/2018

8: Route 17 & Route 9 Performance by movement

MOVEMENT	EB	WB	WB	WB	WB	WB	WB	WB	WB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3
Total Del/Veh (s)	111.7	434.0	457.7	234.8	62.3	202.8	178.3		

9 SB 9 NB Hartford Ave

SimTraffic Performance Report

2020 phase 2 build - 3 rte 9 nb thru lanes - PM

7/6/2018

8: Route 17 & Route 9 Performance by movement

MOVEMENT	EB	WB	WB	WB	WB	WB	WB	WB	WB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	100.8	334.6	17.1	70.6	7.8	35.9	102.2		

9 SB 9 NB Hartford Ave

SimTraffic Performance Report

2020 PHASE 2 BUILD - PM 1 LEFT TURN LANE FROM HART

7/6/2018

8: Route 17 & Route 9 Performance by movement

MOVEMENT	EB	WB	WB	WB	WB	WB	WB	WB	WB
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	100.8	530.8	2.8	70.6	3.7	42.7	187.7		

9 SB 9 NB Hartford Ave

SimTraffic Performance Report
No Build 2020 AM

①

7/26/2016

8: Route 17 Performance by movement

Movement	EBT	EBR	WBL	WBT	NWL	NWT	NWR	All
Denied Del/Veh (s)	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	43.9	32.2	104.8	122.0	233.9	90.0	197.6	95.7

9 SB 9 NB Hartford Ave.

1

Queuing and Blocking Report
No Build 2020 AM

8/3/2016

Intersection: 8: Route 17

Movement	EB	EB	EB	EB	WB	WB	WB	NW	NW	NW
Directions Served	T	T	T	R	L	T	T	L	L	R
Maximum Queue (ft)	799	806	866	475	1024	1772	1755	900	942	150
Average Queue (ft)	454	481	485	237	490	1639	1646	824	880	121
95th Queue (ft)	667	709	745	584	1313	1987	1972	905	986	211
Link Distance (ft)	6990	6990	6990			1719	1719	884	884	
Upstream Blk Time (%)						1	2	6	39	
Queuing Penalty (veh)						23	42	36	251	
Storage Bay Dist (ft)				450	1000					125
Storage Blk Time (%)			10	0	0	37		76	0	
Queuing Penalty (veh)			50	2	0	26		129	1	

SimTraffic Performance Report

2

8/3/2016

8: Route 17 & Route 9 Performance by movement

Movement	EBT	EBR	WBT	NWL	NWT	NWR	AIT
Dented Del/Veh (s)	0.3	0.3	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	37.7	37.4	26.5	76.6	8.9	57.7	38.4

q_{SB} q_{NB} Hartford

2

Queuing and Blocking Report

8/3/2016

Intersection: 8: Route 17 & Route 9

Movement	EB	EB	EB	EB	WB	WB	WB	NW	NW	NW
Directions Served	T	T	T	R	T	T	T	L	L	R
Maximum Queue (ft)	492	884	905	475	488	476	494	790	788	150
Average Queue (ft)	320	366	365	83	348	383	397	460	497	122
95th Queue (ft)	429	575	594	363	437	456	471	719	721	213
Link Distance (ft)	7582	7582	7582		1717	1717	1717	872	872	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)				450						125
Storage Blk Time (%)			0	4					56	1
Queuing Penalty (veh)			1	37					95	6

3

SimTraffic Performance Report

8/3/2016

8: Route 17 & Route 9 Performance by movement

Movement	EBT	EBR	WBT	NWL	NWT	NWR	All
Denied Del/Veh (s)	0.4	0.4	0.0	0.0	0.0	0.0	0.2
Total Del/Veh (s)	45.4	22.8	3.1	170.0	35.7	44.7	37.8
	9 SB		9 NB	Hartford Ave.			

Queuing and Blocking Report

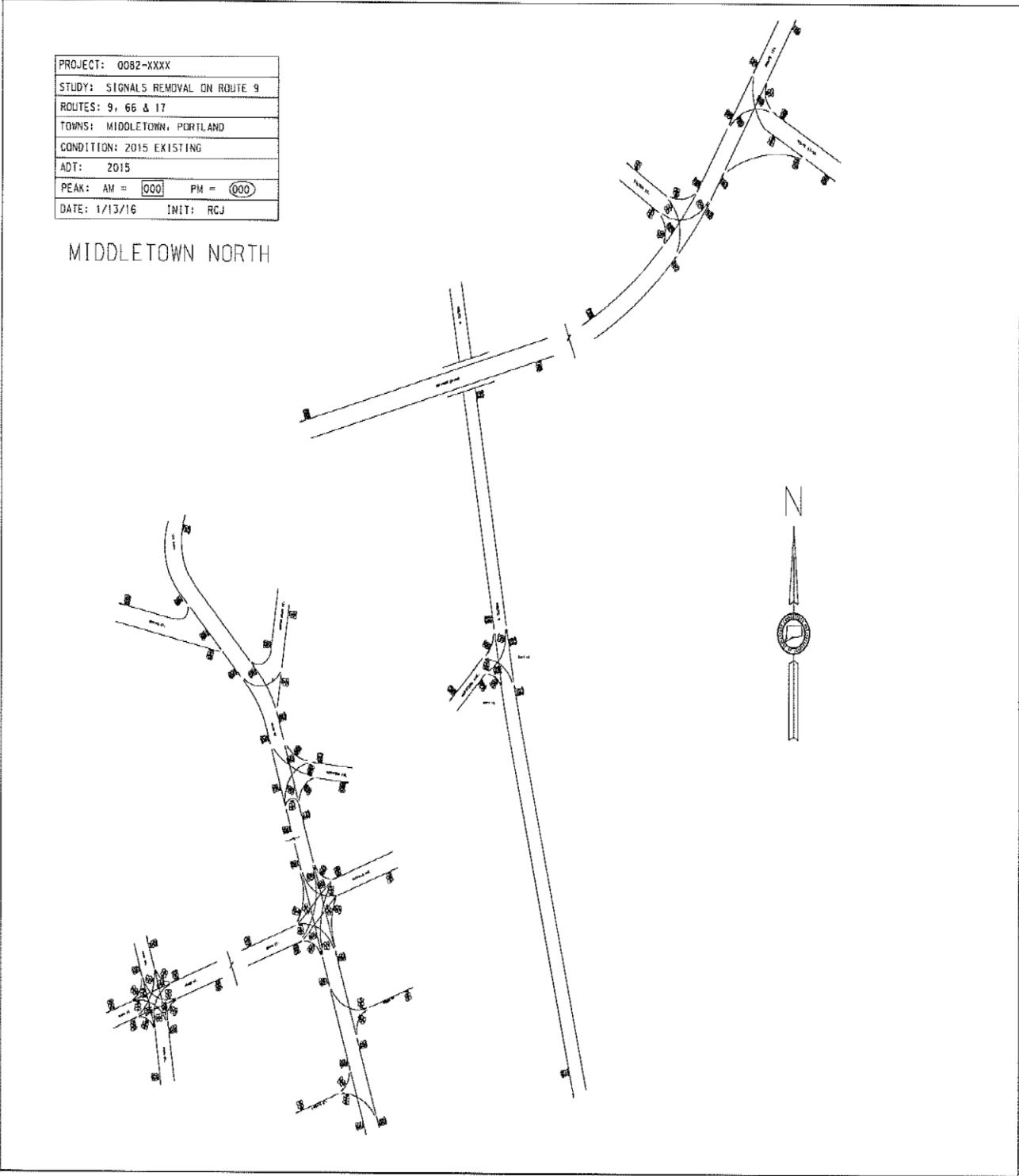
3

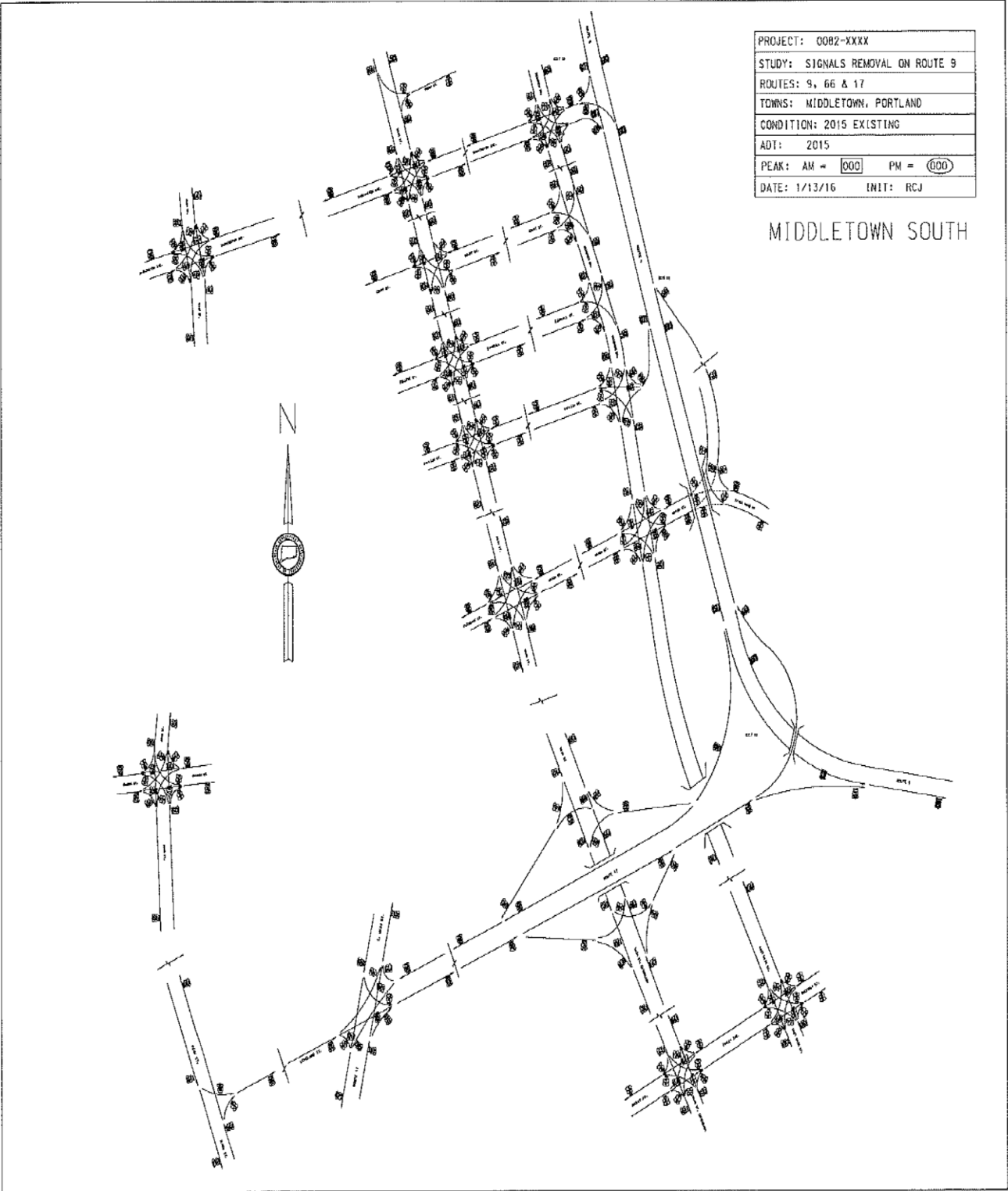
8/3/2016

Intersection: 8: Route 17 & Route 9

Movement	EB	EB	EB	EB	NW	NW
Directions Served	T	T	T	R	L	R
Maximum Queue (ft)	574	622	642	475	896	960
Average Queue (ft)	431	441	438	173	873	907
95th Queue (ft)	571	579	596	548	901	1016
Link Distance (ft)	5275	5275	5275		869	869
Upstream Blk Time (%)					27	54
Queuing Penalty (veh)					171	345
Storage Bay Dist (ft)				450		
Storage Blk Time (%)			5	0		
Queuing Penalty (veh)			32	1		

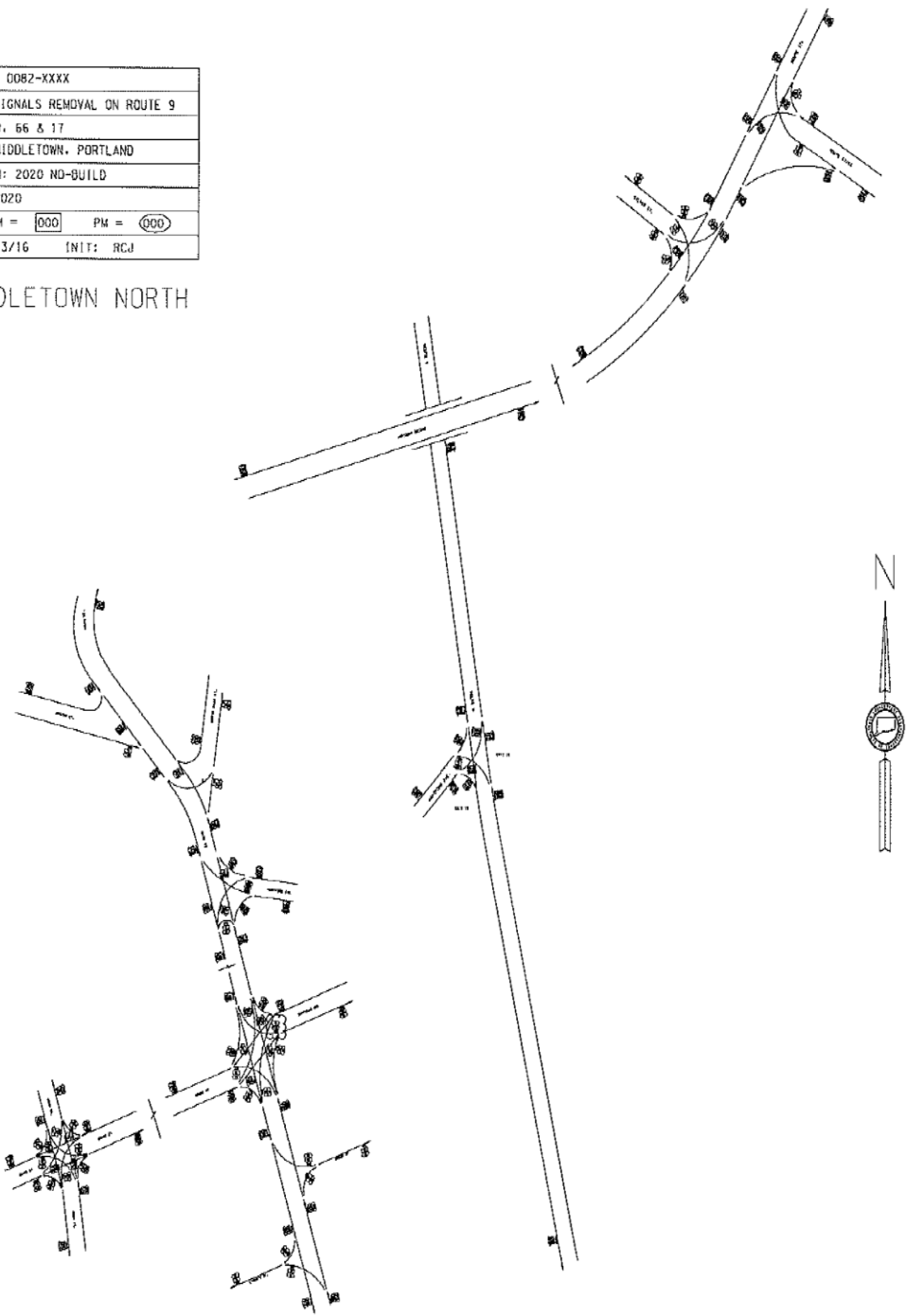
To eliminate any queue blockage at Hartford Ave/Main St. Int
will have no sacrifice delays for R 9 SB movement (~400 sec./veh)

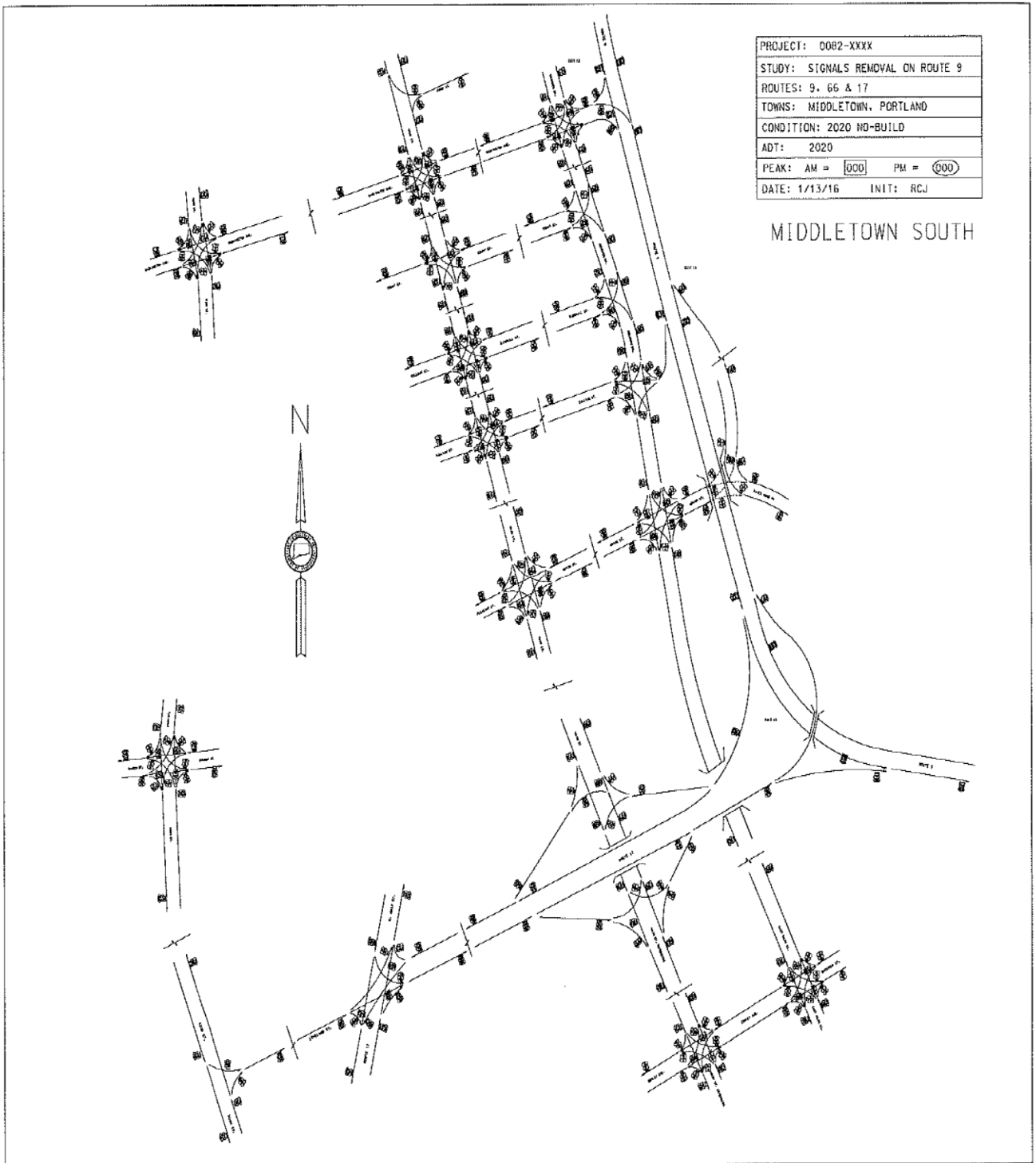




PROJECT:	0082-XXXX
STUDY:	SIGNALS REMOVAL ON ROUTE 9
ROUTES:	9, 66 & 17
TOWNS:	MIDDLETOWN, PORTLAND
CONDITION:	2020 NO-BUILD
ADT:	2020
PEAK:	AM = 000 PM = 000
DATE:	1/13/16 (NIT: RCJ)

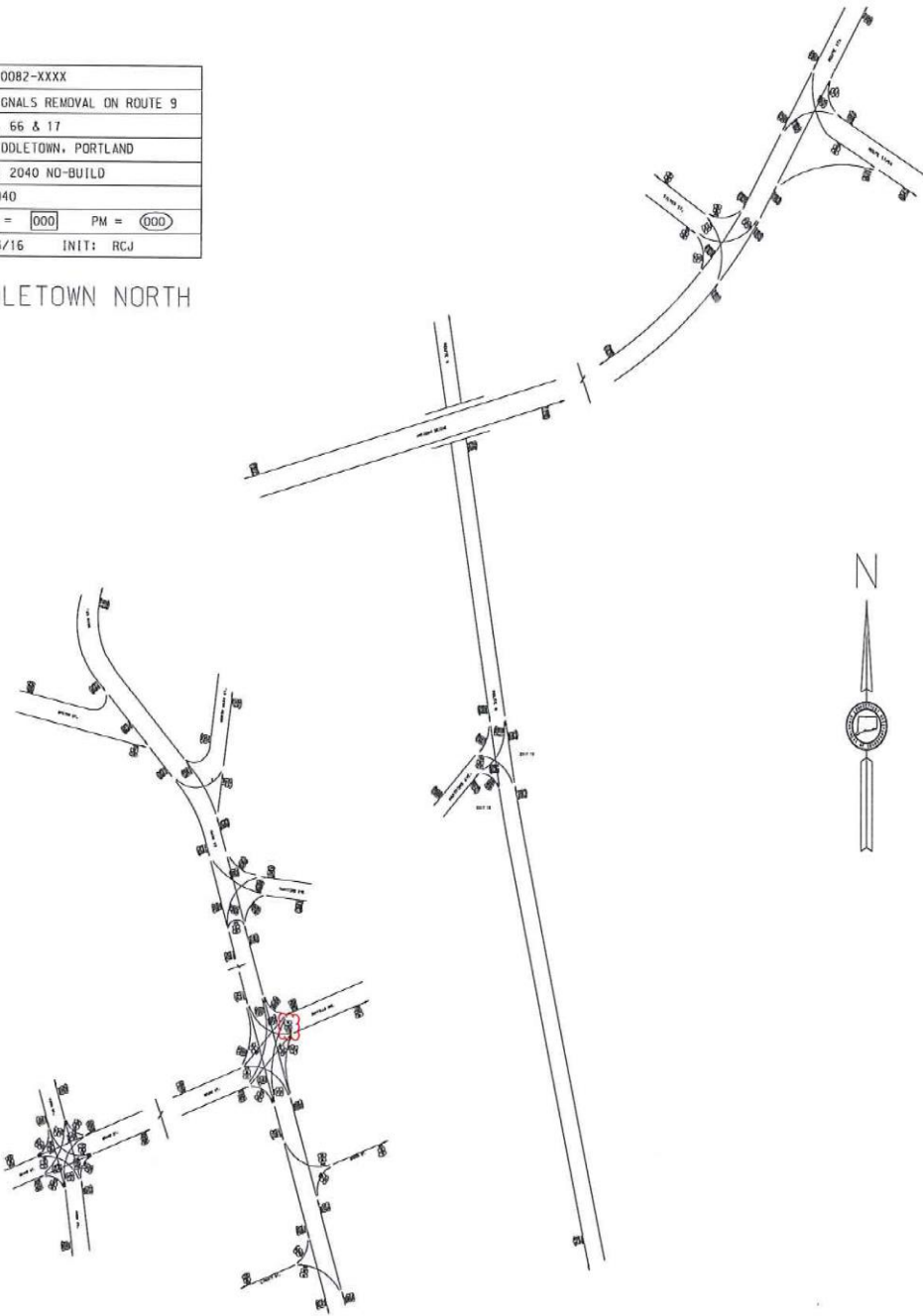
MIDDLETOWN NORTH

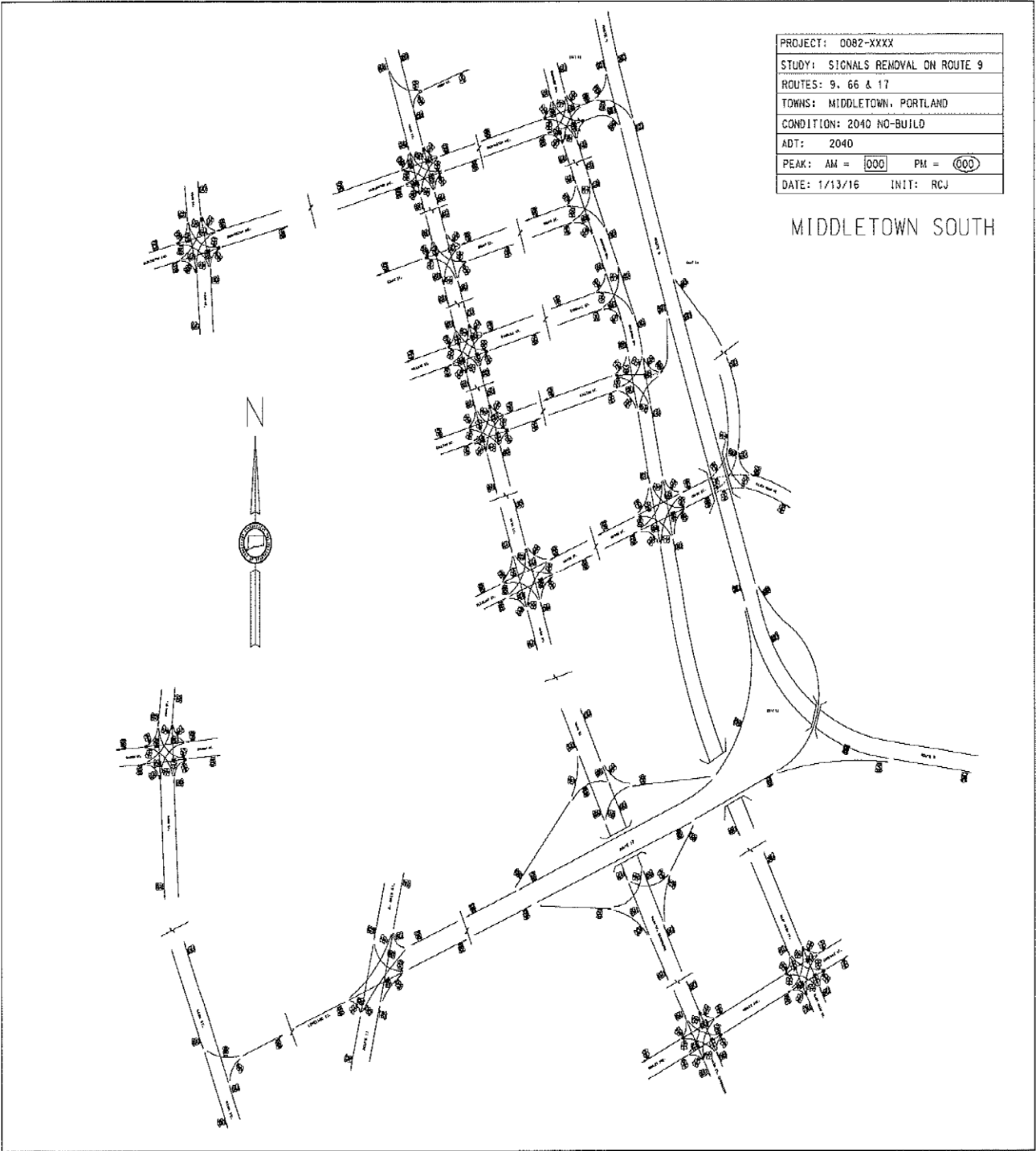


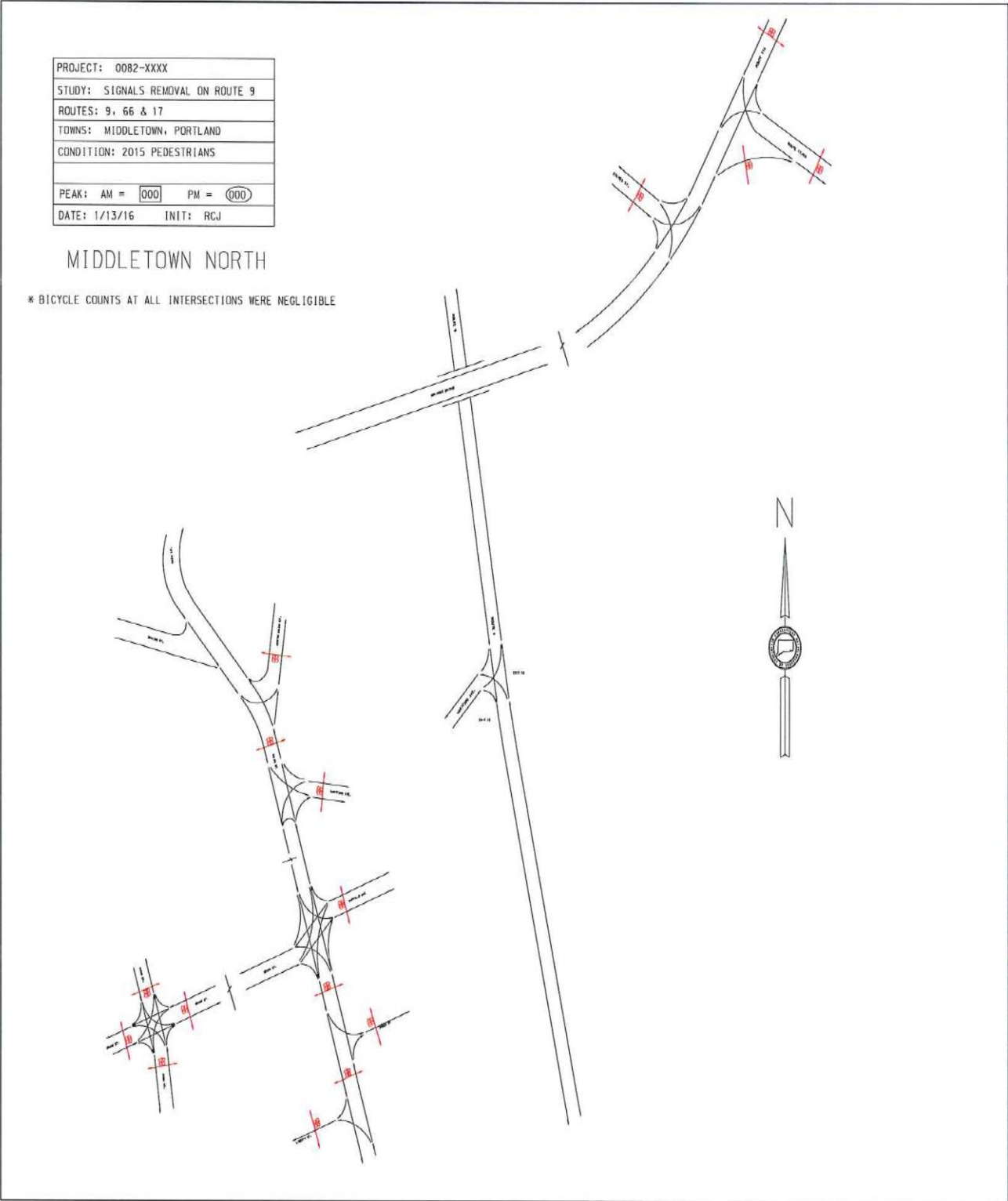


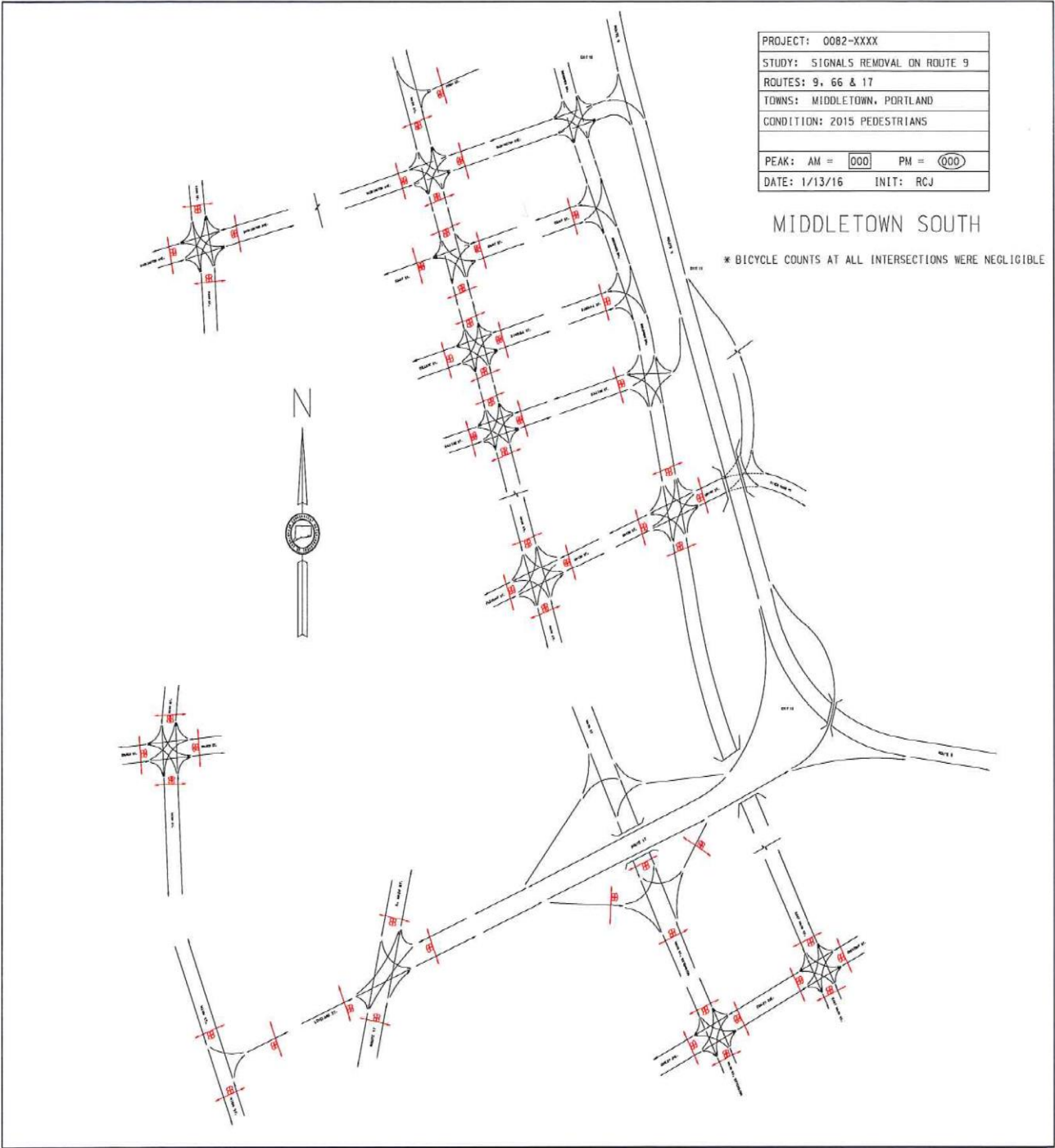
PROJECT:	0082-XXXX
STUDY:	SIGNALS REMOVAL ON ROUTE 9
ROUTES:	9, 66 & 17
TOWNS:	MIDDLETOWN, PORTLAND
CONDITION:	2040 NO-BUILD
ADT:	2040
PEAK:	AM = 000 PM = 000
DATE:	1/13/16 INIT: RCJ

MIDDLETOWN NORTH









G. Emergency Purchase - Health: \$6,013 to Shipman's Fire Equipment for N95 masks

APPROVED

CITY OF MIDDLETOWN

Middletown Health Department

MEMO

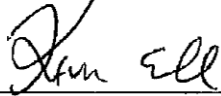
TO: Donna Imme, Purchasing Department

FROM: Kevin Elak, Health Department

DATE: July 28, 2020

RE: N95 Mask Emergency Purchase

This memo serves as notice for the requested purchase of N95 masks from Shipman's Fire Equipment, Inc. Due to Covid-19 It is required that employees and first responders wear masks. Procurement of large quantities of N95 masks has been extremely difficult as most vendors are out of stock. As a result the Middletown Health Department needs to purchase 40 cases from Shipman's Fire Equipment, Inc. who has the masks available for delivery. Total cost will be \$6,013 (\$149.95 per case plus freight).



Health Department

SHIPMAN'S FIRE EQUIPMENT CO., INC.

172 Cross Road, Waterford, CT 06385

Tel: (860) 442-0678 • Fax: (860) 444-7395

WWW.SHIPMANS.COM

CT DMV LICENSE # U8329

Bill To

City of Middletown Health Dept.

245 Dekoven Drive

Middletown, CT 06457

US

Quote

Quote No

33397

Quote Date

6/3/2020

Page

1

Purchase Order No

Customer No

CHAPMAN

Payment terms

COD

Slpsn

103

Slpsn

Brian Chapman

Loc

PPD/COL

Ship via

Ship Date

Slpsn

Brian Chapman

CT

OUR TRUCK

A.S.A.P.

Phone: 860-518-6811

email: bchapman@shipmans.com

Qty Ordered

UOM

Item No

Unit price

Disc

Extended price

40.00

EA

8110S

149.95

5,998.00

3M Particulate Respirator, N95

Small; 160/Case

1.00

EA

FREIGHT

15.00

15.00

Freight direct from

manufacturer.

Freight charge is calculated at time of quote and is subject to change

TERMS AND CONDITIONS:

TERMS: NET 30 DAYS.

QUOTE VALID FOR 30 DAYS.

WE RESERVE THE RIGHT TO CORRECT CLERICAL ERRORS AT ANY TIME.

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

Quote Total

6,013.00

12. Mayor's Update Report: Arrigoni Bridge Project

The Chair states that they had another meeting. For those who have been following this project, you know that the Chamber of Commerce is facilitating monthly meetings with the Department of Transportation (DOT) and other contractors. They have established an Arrigoni Bridge Committee, which is co-chaired by Middletown's Fire Chief Robert Kronenberger and Chief Shea of the Portland Fire department. The project is going mostly smoothly. There have been a few bumps in the road, so to speak. As both he and Councilman McKeon know, most metaphors have something to do with transportation so these figures of speech are to talk about DOT and speak figuratively without sounding like you are trying to be clever, which we are not. They had a few more bumps in the road this month, making sure that the DOT contractors, who working on the project in St. Johns Square, are not occupying more than one intersection at a time. By contract, they are not supposed to do that. They have been doing that on occasion, according to them, to try to expedite the process when there is not a lot of traffic. The Mayor and Larry McHugh, Executive Director of the Chamber of Commerce, brought up with them that they are now seeing upticks in both

vehicle and pedestrian traffic downtown when things started to reopen. They need to be sure that they are reserving and maintaining access to intersections, crosswalks, and side streets during this project. They also have heard a number of comments about making sure that the workers are practicing social distancing and wearing masks, when appropriate, noting that is something that they have cautiously tried to emphasize to DOT and the contractors, who are working on this project. The good news for this project is that it is proceeding on schedule. There are some sidewalk bump outs being added in the North End to emulate the crosswalks at the south end of Main Street he used one right in front of St. Vincent de Paul building, in front of 671 Main Street, and he thinks it is a legitimate improvement for pedestrians and for downtown. There have been some real difficulties especially the outset of this project in terms of making sure that DOT was being communicative and cooperative. They continue to have issues pop up here and there, but he is hopeful that the outcome of this project will be something that they will not rest on as there will still be much to be done, some changes to be made because of this project. His hope is they can continue to build productively on the outcome. On that note, he mentions that they are working on changes. For the benefit of Councilmembers and the public: it is the traffic pattern on Spring Street. This was directly influenced by this project and by public comments received from many people watching tonight about the impact of this project and the general, the status quo when it comes to traffic in the North End, they had a public meeting about this partnership with the North End Action Team (NEAT) this week. The next stage of this process is to meet with the local business owners and other stakeholders in the North End as well as working with parents at McDonough School to make sure that the word gets out to the neighborhood and the parents that. It summarize: they are planning on making Spring Street, west of Rome Avenue, a one-way street coming eastbound. The reason is that open big concern expressed across multiple public hearings to the Department of Transportation over multiple projects is concerns with amount of traffic that comes off of the bridge and into Middletown, headed into, comes off of Route 9 headed towards the bridge, traffic heading towards Route 66 and Route 9 traffic heading towards the bridge, drivers cut through the North End to avoid going down Main Street and stooped at traffic lights. They offer to do this to try to speed up their trips and wind up speeding through the North End, speeding though densely populated residential neighborhood. Spring Street is the street that takes the brunt of it as drivers can easily turn into it from coming over the bridge from the Portland side. Spring Street also has is the street that the elementary school serving that neighborhood – McDonough School - is located. This has been a concerns for parents and McDonough staff for a long time It is status quo that is problematic, a status quo that could be exacerbated by this project, although they are hoping it does not go in the direction, an eventuality, The realignment is meant to ensure that only local traffic go through the North End. Thru traffic is staying on the State route, on Main Street to Washington Street or Route 9 to the bridge or wherever they are headed. This is something that is driven by the neighborhood, something that the City wants more feedback on, which is why he is sharing it this evening. They are still in the process of meeting with folks about this. They have a strong plan in place thanks to the City Engineer Tom Nigosanti, Public Works Deputy Director Christopher Holden and Public Works Director William Russo, Emergency Management and Fire Services have driven the route, as now constituted, to be sure there is access for emergency vehicles. Our traffic engineers have looked at it to be sure it does not create huge congestion and traffic consequences elsewhere. The City is continuing to take feedback, which is certainly an important side project related to the Arrigoni Bridge project, which he wanted to take this opportunity to share with everyone. That's it for this report, adding he is glad to answer questions, if any.

There being no question, the Chair moves forward with the agenda.

(Unidentified Speaker) Should we vote? The Chair asks if the Council wants to vote to accept the report, noting it is up to the Council. The Council Clerk states, for the record, the Council has not been voting on these reports.

Councilman Vincent Loffredo offers a point of order, saying that the minutes will reflect.

The Chair replies, "Yes."

There being no further discussion, the Chair moves forward with the agenda.

Councilwoman Linda Salafia asks if they will vote on Item 11. The Chair notes that Councilwoman Salafia was momentarily disconnected from the WebEx meeting. He explains that they were not going to vote. Councilman Nocera notes that the Council did vote on Item 11. Councilwoman Salafia indicates that her connection is breading up so she was missing some of the discussion. The Chair indicates that the Council did vote on Item 11. The Chair asks Councilwoman Salafia of she has another comment. Councilwoman Salafia reiterates that her connection is difficult, breaking up.

**13. Payment of all City bills when properly approved
APPROVED**

Councilman Darnell Ford moves for approval of the payment of all City bills when properly approved. Councilman Grady Faulkner seconds the motion.

There being no discussion, the Chair calls for a roll call vote, asking that the Council Clerk to call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye

Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico McKeon, Nocera, Pessina, and Salafia). The Chair states the matter is approved.

14. Resolutions, Ordinances, etc.

- A. Approving that, in accordance with Section 23-22 (“Naming Authority”) of the with the Middletown Code of Ordinances, in recognition of the collective efforts of the Beman Family and for their significant and selfless work as religious leaders and abolitionists, the name Beman Middle School is hereby approved and accepted as the name of the City’s newly constructed middle school.

APPROVED; RESOLUTION No: 52-20; K: review/resolution/CC Beman middle school RES 52-20 – 3 Aug 2020

WHEREAS, on July 3, 2017, the Common Council approved a bond ordinance appropriation, Ordinance No. 09-07, in the amount of \$87,350,000 for the planning, design, construction, furnishing, and equipping of an all new middle school building to be located on Hunting Hill Avenue on the site of the existing Woodrow Wilson Middle School; and

WHEREAS, pursuant to Article IX (“Bonding Powers”), Section 2 (“Bonding Authorization”) of the *City of Middletown Charter*, because the bond authorized by the Common Council in the approved ordinance exceeded \$750,000, the proposed obligation was put forward at referendum during the general municipal election on November 7, 2017; and

WHEREAS, at the November 7, 2017 general election, the proposed bond authorization was approved by 66.5 percent of the participating electors; and

WHEREAS, recognizing that this was to be an all new school building, soon thereafter, informal discussion began in the community at large, followed by more formal discussion at the Board of Education level, which culminated in the recommendation that, being a new school building, it have a new name; and

WHEREAS, during these discussions, one particular family – the Beman Family – was recognized increasingly for its collective contributions to the City of Middletown, beginning some 185 years ago. Research showed that the Beman Family was an extraordinary African-American family, who had taken on key roles both as religious leaders and as abolitionists. Among the most active family members were: Rev. Jehiel Beman, his son and daughter-in-law, Leverett and Clarissa Beman, and his son Rev. Amos Beman. Rev. Jehiel Beman was pastor of the Cross Street African Methodist Episcopal Church, a co-founder of the Middletown Anti-Slavery Society, and a conductor on this City’s leg of the Underground Railroad. Clarissa Beman founded the Middletown Colored Female Anti-Slavery Society, the second such organization in the nation. Rev. Amos Beman, also a prominent minister in his own right, worked with his brother, Leverett Beman to develop a free African-American residential community, known today as Beman Triangle; and

WHEREAS, most notably, the Beman Family’s combined courage and foresight and their significant and selfless work as African-American leaders in the struggle to abolish slavery has helped carve out a path towards equality.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That, in accordance with Section 23-22 (“Naming Authority”) of the *Middletown Code of Ordinances*, in recognition of the collective efforts of the Beman Family and for their significant and selfless work as religious leaders and abolitionists, the name **Beman Middle School** is hereby approved and accepted as the name of the City’s newly constructed middle school.

Fiscal Impact: None

Councilman Eugene Nocera reads the resolution and moves for approval. Councilman Edward McKeon seconds the motion.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that, as many of our committee members know, between Vine Street and Cross Street, Knowles Avenue, a small triangle of land exists. It forms the Beman Family Historic District. It is listed in the State of Connecticut Register of Historic Places and is part of the Connecticut Freedom Trail. This parcel of land is also known as the Beman Triangle and it is the site of one of the earliest known black communities in the United States. In Middletown, we are privileged to part of the very special place in history He congratulates all those, who brought this initiative forward to where we are today: our Common Council voting to rename our middle school in honor of this great family from Middletown. Our country’s historians clearly point out that the Beman family were members of first generation of free slaves, who played a major role in ensuring that our country remain unwavering in purpose, loyalty, and resolve and that our country provide equal justice under law to all its citizens in

Middletown, our State of Connecticut, and in the United States. Let us honor that the Bemans of Middletown laid down the foundation that paved the way for a generation of leaders in this country. On a personal note, as a former principal of Woodrow Wilson Middle School, at both locations – off Newfield Street and in its current location on Hunting Hill Avenue – he enthusiastically supports the naming on the new middle school as Beman Middle School. He encourages his Council colleagues to do the same. This is a very important day for Middletown, for the State of Connecticut, and he must say, for our country. Thank you.

Before opening this matter up for discussion the Chair clays a point of personal privilege: It was something that all of the Councilmembers probably received, but he would like to read it aloud into the record, a letter from Pastor Moses Harvill, Pastor of Cross Street AME Zion Church.

I sent a letter to the mayor and all Councilmembers in support of the naming of the middle school the Beman Middle School. I was late getting on, but I do want the record to show that I support the name change, to how Beman was the first pastor of Cross Street Freedom Church, I was not aware that I could request the letter to be read.

The Chair calls on the Council Clerk.

The Council Clerk asks, for the minutes, in rereading the motion, should there be an effective date. It is a rhetorical question, noting that the motion reads “. . . the name of the City’s newly constructed middle school.” The Clerk is not sure of the effective date: the dedication date or tomorrow, adding it might need to be clarified at some point.

The Chair replies that is something that they will need to clarify with the Building Committee.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell states:

As I cast my vote this evening in support of naming the new school to Beman Middle School, I would be remiss for not taking this historical and transcendent moment to articulate my position.

First, it is critically important to underscore that this body has received multiple emails, both endorsing and opposing the name change to Beman Middle School. Additionally, I have carefully listened to the public, hearing testimonies of varying opinions on this matter.

Woodrow Wilson’s legacy is well documented. His work in securing women’s right to vote is embedded in American history. Yet, there is a stain on his legacy because of his racist views. As president, Woodrow Wilson oversaw segregation in federal office buildings. Woodrow Wilson inherently believed that segregation was a “benefit” to African Americans. He referred to black people as “an ignorant and inferior race.”

However, on the contrary, the Beman’s life and legacy are not documented on a national level. Nonetheless, this does not suggest their contributions to society are no less remarkable. For instance, according to the Middletown Historical Society, Jehiel Beman relocated his family to Middletown from Colchester in 1830. His father, Cesar Beman, secured his freedom for fighting in the Revolutionary War. The Beman family’s ingenuity is incredible as they purchased 4 acres of land, 5 of the houses built on the land still exist today and owned several businesses. The Bemans engaged in politics and Nancy and Clarissa Beman were co-founders of the Colored Female Anti-Slavery Society in 1834, the second of its type in the country. Perhaps, one would say their greatest accomplishments was their work as abolitionists. It is difficult for me to conceptualize the bravery and fortitude it took to risk one’s life.

So, as I cast my vote tonight, I know that many residents in this City have expressed opposition to this because it will affect their fond memories of the high school. I agree that high school experiences can be impactful and is a place of lasting relationships. I agree that a school building is more than brick and mortar. More importantly though, I believe this body has a civic and moral obligation to ensure that ALL of the students for years to come can attend a school with a name that ALL students can hold up with a sense of pride and respect. The Beman name is one that undeniably everyone should be able to accept. I cannot find the will to embrace a legacy where my ancestors were degraded, where people who looked like me with my gender were not respected and denied the right to vote. Now is the time to right some wrongs. History cannot be rewritten. It is what it is. But we can move towards the moral way in acknowledging the contributions of this family and give them a rightful place of honor and sustenance by naming this school after the Bemans. Thank you.

The Chair calls on Councilman Edward McKeon.

Councilman Edward Mc Keon states:

First, I want to thank the Middletown Board of Education and the School Naming Committee who did the difficult work of soliciting, deliberating on and selecting the name Beman Middle School. It was a decision fraught with controversy, and members of the committee were mocked and threatened. So, for your insight and your courage, I commend you. Tonight, we are formally, technically and legally voting to name the school, but you did the hard work. Thank you, again.

As to the controversy, we live in terribly divided times. Today, our country has been saddled with a president who is a racist, and worse still, consistently encourages other racists to spew their bigoted hatred. I'm afraid we can't view this controversy through any other lens.

Woodrow Wilson was a racist. He was a self-avowed segregationist. As president, he implemented Jim Crow segregation in federal offices by saying he was:

... seeking, not to put the Negro employees at a disadvantage but ... to make arrangements which would prevent any kind of friction between the white employees and the Negro employees.

Imagine that, separate bathrooms. Because it was good for them. Separate water fountains. Because it was good for them. Separate pay scales. Because it was good for them. You've heard it before, right? Separate schools. Because it was good for them. Separate seats on the bus, in the back. Because it was good for them. Separate voting rules. Because it was good for them. You know what Woodrow Wilson, and every other bigot who followed him through the 20th century was saying. Not, it's good for them. They were saying it's good for us."

Legally sanctioned segregation no longer exists, but the shadow is long, and the prejudices and fears still scar our country. So, we will not again, name a school after a racist. Because if we did, we'd be honoring a racist. And when a community honors a racist, that community will be seen as racist. And I, for one, will not be part of anything that allows this for Middletown.

It is not rewriting history. It is "righting" r-i-g-h-t-i-n-g history. Making it right. Making it correct. Making it true.

And that's what we'll do tonight when we name the new middle school after the amazing Beman family. A family whose patriarch Cesar Beaman named himself after he found freedom fighting in the American Revolution. Talk about a founding father. He help found the country. He found his freedom. He found himself. And he founded a family name. Beman, because he would no longer be a slave. He would no longer be someone else's property. He would no longer be overlooked, and powerless. He would Be A Man. Beman. It's a powerful name.

And his family, they were soldiers, and merchants, abolitionists, preachers, entrepreneurs, founders of a prominent Middletown Church, Cross Street AME Zion, founders of a free black community, respected fighters for the rights of African American men and women.

As I said, it's a divided time. But we're on the verge of important changes. We have been shocked, as a nation, into a realization that we must fight racism wherever we find it. We have come to a realization that Black Lives Matter, and that it's time to stop talking and to take action. So tonight we will take action. And tonight we will recognize, finally, the Beman's place in Middletown history, and the history of this country and (Councilman) Gene (Nocera) said. We will bestow an appropriate name on a school so that every child can be proud learning in a school named for true giants in the history of fighting for freedom. I will be supporting this resolution

The Chair calls on Councilman Gray Faulkner, Jr.

Councilman Grady Faulkner states that he will be supporting this name. He is very proud of it, of his heritage. He is very proud of that. He was surprised – not surprised, rather, one reason he was very happy about this is the he found out that a lot of people didn't know this history, this family. He is not totally surprised because he didn't known about the Beman family until years ago, about 10 to 15 years ago when he served on the Board of Oddfellows. Oddfellows did a play on Middletown history. They had a huge puppet march out into palmer field of a black man. He remembers saying, "Wow," adding who was that important in this town in the front of that parade. It was Pastor Beman. Not just do we have people like this from Middletown, a lot of people don't know about. This is an opportunity for us to right that. He is very fond of history; he doesn't like hiding history, so he is hoping that we will be able to do something with President Wilson, so that he has his history some place and everyone knows a little more about his history, which is very important, as well as Mrs. Keigwin. People need to know about Mrs. Keigwin as well. She was teacher there, noting of his kids went to Woodrow Wilson as well. He thinks it is time. We have seen a lot issues the past four or five years: Charlottesville sticks out in his mind, It is time to get to finding our real full history in the country, because we can read this. A lot of people did research and he thanks those who did that research and sent out packets of information. That was wonderful. Hopefully we will share it widely and as the school curriculum starts bringing in African American studies, Latinex studies over the next couple of years we will get a full appreciation for the diversity of our City, as a beacon for our State and the country. Thank you,

The Chair calls on Councilman Philip Pessina.

Councilman Philip Pessina asks that Councilman Vincent Loffredo speak first.

The Chair calls on Councilman Vincent Loffredo.

Councilman Vincent Loffredo states that, as everyone who has spoken this evening and all the folks who have testified in favor of this change, he strongly supports the proposed name change being formally presented this evening. Listening to the various speakers, who came to the public hearing, as well as the various emails and letters that they received -- both pro and con – he looked at all of that information as provided. He is sure that everyone is aware that this controversy with President Woodrow Wilson was also addressed recently by Princeton University in addressing that he is a former University president and that there are buildings named after him. Finally, about five (5) years ago, the student body approached the

University Board of Trustees to change the name on those buildings in light of the historical research that they had done regarding the segregationist and anti-racist positions. This past year – just a month ago or so – the university finally accepted the proposal that the body had made a few years ago and removed those names from the buildings at Princeton University. He notes that Middletown is in recognizing the historical situation. There was a young man – adding that he did not attend Middletown High School -- and in his junior year, like many of his fellow colleagues, during their junior year to take American history. It was a diploma requirement. This issue of Woodrow Wilson and his history and segregationist and the whole civil rights movement developing more strongly during the 1960s. Dealing with racial inequality and so forth is not really in the forefront of the history presented in the early 1960s during his junior year. It was interesting to hear one particular speaker mentioned that fact that it was not taught; it wasn't; presented. Now that it has been presented, one interesting thing in looking back is the book presented by Professor James Loonen in 1995, Lies My Teacher Told Me. It basically states that everything in your American History text book that they got wrong. Looking through that you can see some of the issues, including this issue. Lastly, in the 1960s, there was a rivalry between Middletown High and Woodrow Wilson High. Emery Thanksgiving, they had the football game. It never got into the rivalry that existed between the two schools in that nature. It was a strong part of the community. History, now that we do know, regarding the passing of the strong civil rights representative, and the message that he gave us, U.S. Representative John Lewis, in terms of our responsibility during our time to address this issues to correct it, to take the opportunity to correct the record and bring it out. There is also a new building, new opportunity moving forward, that the community unanimously – or strongly, he should say, voted to raise money for this to move forward. Lastly, he respects the memories, noting he has strong memories of his high school days, but those memories will not go away. For the record, there is, and there will remain, the apartments in the former, original Woodrow Wilson High School on Hunting Hill Avenue, which, by coincidence, that building will bear its name; it's there. It's there on the building so historically, the historic building, the name on that building does remain on the record, as part of the history of the City of Middletown. We have a history, thankfully, refurbishing and reusing buildings that become vacant. Woodrow Wilson High School is one of the buildings and it is a very important apartment building on Hunting Hill Avenue. His alma mater's building is the old Middletown High. With all of that information, he appreciates the tremendous work that everyone has done on this issue and the work that is done in moving this forward to the Council this evening. He strongly supports this effort and the work that has been done.

The Chair calls on Councilman Philip Pessina.

Councilman Philip Pessina states that he does not know where the amendment made by Councilman Edward McKeon, but it seems fitting, before voting, to go over his encouragement that he sent to his fellow Councilmembers. For a young Council, a very diverse Council, they had an historic moment when they elected their first female African-American Councilmember. That was a significant event in the history of Middletown. He is happy to have part of that election. Also, they have a chance this evening to make a second historical movement towards equality in the community. What he wants to do is to say how humble and proud, adding he is very humbled, to be part of this magnificent, diverse Council. He reads a prepared statement that he sent to his Council colleagues earlier today.

As we are on the cusp of Naming our New Middle School this evening, respectfully, as a colleague within our diverse legislative community, it is my deepest hope that this attached thoughtful Self Reflection will calm the "Nostalgic waves washing up upon the Historical shores of Change" which have led to a divisive divide on the shores of our Connecticut River Community.

Respectfully, It will provide for us a moment for Self-Reflection to guide us towards a "Spiritual & Humanistic Bridge" which will nourish our children and youth as they navigate the Historical Learning waters of how the Beman Family made such a profound and lasting effect upon the African-American Community by Changing the Narrative of Slavery & Equality amongst our Community of Middletown, some 185 years ago.

The Beman Middle School is set to provide to all our children and youth, an ocean of learning, as they swim the Waters of Innovation and Equality, becoming lifelong learners on the sands of time.

Councilman Pessina reads a short poem that he wrote when on the beach in St. Augustine, FL in June 2020 from a voice that came from deep within him, speaking to him spiritually of human growth as we all need as he pondered this historic decision this evening.

A small shell on this vast beach is me, waiting for ocean waves to wash me back into the sea.

For it is the sea that nourishes me, to join my many shells like me. Shells of all colors, makes and size, who live together gently washed, turned about and designed like me.

So, my message to all of shells, is to be happy, living and see no difference in what we see or can be, when we respect and see each other as same as me!

A life's message of thought filled with kindness, dedicated to you, my colleagues, and me!

Councilman Pessina states that he will be voting in the affirmative this evening. Thank you.

Councilman Edward McKeon interjects, saying, "Bravo, bravo."

The Chair thanks Councilman Pessina for sharing that and Councilman McKeon for specifically making sure that it happened. The chair asks if there is any further discussion.

The Council Clerk indicates that here are three (3) additional speakers in the queue: Councilman Edward Ford, Councilwoman Linda Salafia, and Councilman Anthony Gennaro.

The Chair states that he will call on speakers in that order. The Chair calls on Councilman Edward Ford.

Councilman Edward Ford states that he will be brief as there are many people, who are anticipating this vote. He thanks Councilman Pessina for that beautiful, poetic poem that he has shared tonight. He reads a letter that he submitted to the *Middletown Press*.

I fully support the Beman name. I want to be clear and respectful. This is not about erasing history; it is simply the refusal to give glorification and honor to a legacy of racism. History should always be taught so we are not bound to repeat it; however, it is unacceptable to preserve the name of a man on one of our schools, who, I alive today, we could not even use the same bathroom as him let alone sit on this Council as a black man. I graduated from Wilson Middle in 2011. I have many memories there, I still keep touch with my former classmates and will always appreciate the time that I had there. I don't delegitimize the attachment that some may bind to the school. I respectfully say to those, who wish to reserve that name, that your memory and your years are not lost. Your memories cannot be taken from you. But we need to have a school name that is representative of everyone, of which all our children, our students can be proud. We must be, have to be more inclusive and not erasing history again. We are just simply magnifying the better nature of this. We are seeking to honor a black abolitionist family, which did a very brave and remarkable deeds to free slaves in Civil War America and a family also played a great role in the leadership of one of our great churches, Cross Street AME Zion. The Bemans not only advocated against slavery, but they were advocates of African-American education as well as strong advocates for what Congressman John Lewis fought for: the right to vote. The Beman family history represents liberation and freedom, values that we, as Americans, espouse very day. As Mya Angelo said, "When you know better, you do better." And Middletown, it's sure enough time for us to do better and name our middle school Beman Middle School. In closing I would like to say thank you to all of the people, who worked very hard to find this history, you bring it to light, and to make this happen today. You know who you are as the dedicated individuals who are out there: (inaudible) and Sacha Crockett and Precious Price and many, many others. The list could go on and on. He wants to say that he proud to vote for this tonight. This is a great gesture, a symbolic gesture towards equality. This is the beginning of the world. There are systems to be disrupted. There are calls that must be changed. There is much more work that we have to continue on from this starting point. I am glad to continue on this track with all of you. Thank you. I will fully support this name.

The Chair calls on Councilwoman Linda Salafia.

Councilwoman Linda Salafia states that she may be a wet blanket. She speaks to the naming resolution and her reservations. First, somehow, she has known about Beman Triangle and the Beman family for a long time. She does not know when she leaned about it, adding that she did not grow up in town. As a child, in 3rd and 4th Grade social studies was about the development of the town. Apparently, that was not the case in Middletown, She finds it disappointing that so many people were not aware of the contributions made by the Beman family. It is really troubling. It should not have been a surprise to so many people. It should have been routine. In the 4th Grade. She is not going to talk about the benefits or justification or how great it is to name the building after the Beman family. Her problem is with the process. She understands that some people are concerned about the amount of time that this process is taking; however, the process set by the City was not followed. The naming Committee should have been formed by the Common Council, not the Board of Education. It seems that latterly, we have been modifying or changing procedures and processes at will. The Naming Committee, as indicated in the public hearing, had problems as to how it was constituted, how people on both side felt about attending and about speaking at meetings. It was reported that 60 to 70 people submitted testimony. In favor of the name change. On the other hand, approximately 1,700 people submitted a petition to keep the name. That is 60 to 70 people compared to 1,700 people. It really cannot be ignored. You may not agree with them. But on what basis are they being ignored. Consider the resolution itself. Informal discussion began in the community at large, followed by formal discussion. What should have happened is that this process should have been a formal Committee named by the Common Council with Board of Education members and people from all over the community and more open and more accessible. On both sides, there seems to have been intimidation and an angry feeling and hurt feelings. She really believes that this should have been on the ballot in November and open to a Citywide vote. She does not believe that necessarily it should be voting on the Beman name that we are now wrapped up in. She believes it should have been a vote to do away with the Woodrow Wilson name and then another discussion open to everyone She adds that is perfectly happy with the Beman name because, after all the discussion, that is where we would have ended up anyway, but she believes that we did not follow the mechanism in place. The mechanism in pace would allow, though an initiative by petition, that it can be on the November ballot. Whether or not people follow through with that she cannot say. She thinks that the problem with this whole issue is that the process was flawed. That said, she is not sure how she will vote. The public hearing held last month did not have a resolution attached to it. According to the agenda am the resolution brought forth to the Council not, it says "informal discussion began in the community at large, followed by more formal discussion at the Board of Education level." Councilwoman Salafia continues, stating that she thinks that a formal resolution stating that the name should have been in this resolution. It is difficult. She reiterates that she believes that the process was wrong. She has no ties with either name, but that he process is wrong. She believes that the Council is setting itself up for trouble, if it passes, without following the due process that should have been followed by the Council in the first place. They represent the whole City and they need to take into consideration that it is divided. This may not be the way to do this. Thank you.

The Chair calls on Councilman Anthony Gennaro, Sr.

Councilman Anthony Gennaro states that he is truly torn. Listening to everyone who spoke tonight – Councilmembers Blackwell, Faulkner, Ford, Salafia, and Loffredo – all that hey said tonight, he agrees with all of them. He is new to the Council as are many of the members here. He is not as knowledgeable about the procedures and how things have been done in the past. He does not know. He is fine with the name, adding that there are some people, who are not happy with him saying that. He is fine with the Beman name. , but he likes to do things pragmatically, with an approach that cannot be questioned afterwards. He may be more sensitive to these issues because he is in a position where everything they do is highly scrutinized. How to move forward? It is huge. People have spoken with people on both sides of the aisle. Sometimes it is heartbreaking. Some feel that they were just not heard. Some feel that they were called racists just because they didn’t agree. Other don’t feel that way; they just feel left out. On a personal level, using his own memories, he agrees (inaudible) the name doesn’t mean anything to him. As Councilman Loffredo mentions, a lot of what they learned . . . he doesn’t remember learning anything about Woodrow Wilson when he was in school there. It’s ridiculous. In his 40’s, it’s a little ridiculous to be doing the research now, trying to figure all of this out. He understands the sentiments on both sides, adding it is difficult for people, for some that he knows, to feel left out. How do we divide ourselves? He is for the name. For people, who favor the name Woodrow Wilson, have come up to him and said this isn’t right. He talks to them He knows that we have to move forward. At the last caucus meeting, they discussed the Beman name and the mascot and the divide between the two groups. There was discussion about the black and gold colors of Woodrow Wilson and the cost of the field. Then fine: keep the black and gold and the wildcats and move forward with the Beman name. Try to heal the divide. He is not sure that it’s still possible. He cannot, in good conscience, vote “no” on this. Personally, he wants to vote “yes.” He also doesn’t know if they did things technically right he has been told, but he does not know. He reiterates that he really wants to vote “yes” This is how he feel in his heart. Everything that people have said, it kills him in his heart to feel that there is even a thought about it, adding that this is perhaps why things should have done more rigidly. Then case closed and no problem with the vote. Moving forward, he wants to do something for the old Woodrow Wilson Wildcats want to move forward through the divide and bring everyone together he is hoping that, as far as he is concerned, that Council would join him in that and bring everyone together. This is what this is all about anyway. Thank you.

The Chair asks if there is any additional discussion. There being no further discussion, the Chair calls for a roll call vote, asking that the Council Clerk to call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	abstain

The Chair states that the motion is approved unanimously with 11 aye votes and one (1) abstention. (Voting Aye: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, and Pessina; Abstaining: Councilwoman Salafia). The Chair states that the matter is approved.

The Chair states that it one small vote for a Councilmember, but significant moments for the City. He wants the Council to note that and reflect on that.

B. Approving the transfer of \$20,000 from Line 1000-27000-57030-0708 (Mayor’s Office: Community & Promotional) to Line 4300-14000-xxxxx (Economic Development Fund), to support the Middletown Farmers’ Market, a partnership project between the City and the North End Action Team (NEAT) designed to provide local residents, especially North End residents and those using SNAP, WIC, or Senior vouchers, with ready access to purchase fresh, local, affordable fruits and vegetables and other farm goods and to promote healthy eating.

APPROVED

RESOLUTION NO. 53-20 K: review / resolution/ CC farmers market RES 53-20 – 3 Aug 2020

WHEREAS, the City of Middletown, in partnership with the North End Action Team (NEAT), is sponsoring the Middletown Farmers’ Market, which will be held on the South Green from 10:00 AM to 2:00 PM on Fridays beginning on July 17, 2020 and concluding on October 30, 2020; and

WHEREAS, the primary purpose of this Farmers’ Market is to create an open air market where local vendors can offer for sale fresh, local, affordable fruits and vegetables and other farm goods to City residents and visitors in the downtown area. In addition, there will be a limited children’s shopping area; and

WHEREAS, Middlesex Hospital and Community Health Center (CHC) will provide to their patients vouchers to purchase produce and farm products, which promote healthy eating; and

WHEREAS, any farmers’ market shopper, who participates in either SNAP or WIC or who is a pre-qualified Senior voucher holder, shall receive “Double Dollars,” so that, for every dollar paid out-of-pocket for farmers’ market product, using SNAP, WIC, or Senior vouchers, that shopper shall receive double the amount of farm market product; and

WHEREAS, to ensure that North End residents have full access to this farmers’ market, during market hours, a courtesy shuttle bus will run from the North End to the South Green to help North End residents reach the market for shopping and transport shoppers and their purchases home.

NOW, THEREFORE, BE IT RESOLVED BY THE COMON COUNCIL OF THE CITY OF MIDDLETOWN: that the Common Council approves the transfer of \$20,000 from Line 1000-27000-57030-0708 (Mayor’s Office: Community & Promotional) to Line 4300-14000-xxxxx (Economic Development Fund), to support the Middletown Farmers’ Market, a partnership project between the City and the North End Action Team (NEAT) designed to provide local residents, especially North End residents and those using SNAP, WIC, or Senior vouchers, with ready access to purchase fresh, local, affordable fruits and vegetables and other farm goods and to promote healthy eating.

Fiscal Impact: None as budgeted funds are being transferred from an existing line item to fund this project

Councilman Vincent Loffredo reads the resolution and moves for approval. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Grady Faulkner. Jr.

Councilman Faulkner states that he wants to mentions that, in addition, to those funds, he believes that are also under consideration for CDBG (Community Development Block Grant) grant funding as well. He spoke with staff member Lynda MacPherson, who reported that HUD (Housing & Urban Development) has approved the City’s delay so there will be no issue voting on that. It will hopefully be on the Council agenda next month. Thank you.

The Chair asks if there is any further discussion. There being no further discussion, the Chair calls for a roll call vote, asking that the Council Clerk to call the roll.

- Councilwoman Blackwell aye
- Councilwoman Carta aye
- Councilman Faulkner aye
- Councilman Darnell Ford aye
- Councilman Edward Ford aye
- Councilman Gennaro aye
- Councilman Loffredo aye
- Councilman Mangiafico aye
- Councilman McKeon aye
- Councilman Nocera aye
- Councilman Pessina aye
- Councilwoman Salafia aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Voting Aye: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia) The Chair states that the matter is approved.

- C. Approving that the Health Department's \$77,250 Public Health Block Grant (FY 20/21) be allocated as follows: Columbus House (Warming Center) \$20,000; Communicable Disease Surveillance: \$18,000; Community Renewal Team Inc. (Elderly Nutrition): \$6,000; St. Vincent DePaul: \$5,000; Kiwanis of Middletown, Inc. (Warm the Children): \$2,250; New Horizons Battered Women's Shelter: \$22,500; Women and Families Centers: \$2,500; YMCA (Live Strong Program) \$1,000; TOTAL: \$77,250

APPROVED

RESOLUTION No. 54-20 K: review/ resolution/ Health block grant FY20-21 RES 54-20 -3 Aug 2020

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Health Department requests that the \$77,250 Public Health Block Grant (FY 20/21) be allocated as follows:

<u>Agencies</u>	<u>Amount</u>
Columbus House (Warming Center)	\$20,000
Communicable Disease Surveillance	\$18,000
Community Renewal Team Inc.(Elderly Nutrition)	\$ 6,000
St. Vincent dePaul	\$ 5,000
Kiwanis of Middletown, Inc. (Warm the Children)	\$ 2,250
New Horizons Battered Women’s Shelter	\$22,500
Women and Families Centers	\$ 2,500
YMCA (Live Strong Program)	\$ 1,000
TOTAL	<u>\$77,250</u>

AND BE IT FURTHER RESOLVED: That any agency receiving a Public Health Block grant award must comply with the new matching fund ordinance.

Fiscal Impact: There is no new fiscal impact; the \$77,250 is budgeted for FY20/21.

Councilman Anthony Mangiafico reads the resolution and moves for approval. Councilman Vincent Loffredo seconds the motion.

The Chair asks if there is any discussion. There being no discussion, the Chair calls for a roll call vote, asking that the Council Clerk to call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Voting Aye: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia) The Chair states that the matter is approved.

D. Approving that Mayor Benjamin D. Florsheim be authorized to sign and submit an application to the State of Connecticut for a grant in the amount of \$69,000.00 in Local Capital Projects Improvement Program funds, for the cost of the work; and that a new line item be created in the Capital Improvement Plan entitled “Harbor Park Tunnel Repair” in the amount of \$69,000
APPROVED, AS AMENDED
K: review/ resolution/ PW LoCIP Harbor Park Tunnel RES 55-20 – 3 Aug 2020

Whereas, it is necessary for the City of Middletown Office of Public Works Department to upgrade and repair Harbor Park Tunnel; and

Whereas, currently, Harbor Park Tunnel walls are decaying due to water, chemicals, traffic patterns and weather producing cracks, voids and crumbling concrete, all of which are cause for safety and structural integrity concerns; and

Whereas, repairs will include construction techniques such as chemical grouting to allow for the groundwater control, preventing unwanted water from leaching in to the tunnel over time. Additionally, sand blasting, concrete repair, and painting of tunnel walls; and

Whereas, on December 17, 2015, the Common Council approved Resolution 166-13, authorizing the Mayor to apply for LOCIP funding for a dog park fence at Veterans Memorial Park; and

Whereas, after deliberation and unforeseen delays it has been determined that the project be abandoned and revisited at a later date with revised plans; and

Whereas, the initial \$69,000 LOCIP request for the dog park fence will be closed out and funds returned to the LOCIP pool of funds available for other projects; and

Whereas, these needs meet the guidelines for projects eligible for Local Capital Projects Improvement Program funds, costing \$69,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the LoCIP grant for a dog park at Veterans Memorial Park is hereby rescinded; and that the Mayor is authorized to sign and submit an application to the State of Connecticut for a grant in the amount of \$69,000.00 in Local Capital Projects Improvement Program funds, for the cost of the work; and that a new line item be created in the Capital Improvement Plan entitled “Harbor Park Tunnel Repair” in the amount of \$69,000.00.

FISCAL IMPACT: Funds for these needs are available through the Local Capital Projects Improvement Program (LoCIP).

Councilwoman Meghan Carta reads the resolution and moves for approval. Councilman Eugene Nocera seconds the motion.

Councilwoman Carta asks that Public Works Director William Russo speak to this resolution since it is her understanding that this resolution may need to be amended slightly. Director Russo can offer some clarification.

The Chair calls on Public Works Director William Russo.

Director Russo states that there is a question about the wording; specifically, “grant for a dog park at Veterans Memorial Park is hereby rescinded.” He asks Councilman Nocera if this is the language at issue, based on their recent discussion.

Councilman Eugene Nocera states, “yes,” adding that when the dog park was moved to Marzelak Park, the question now is should it state Marzelak Park in this resolution rather than Veterans’ Park.

Director Russo states that he believes that this language can be stricken since they don’t go back to that; rather, it goes back to free balance, noting that the Finance Director can confirm that information. That language can be stricken leaving it as LoCIP funding to authorizing the Mayor. They never go back to Council, reiterating that it is rebalancing LoCIP money. The Finance Director can report to Finance & Government once there is a balance.

Councilman Eugene Nocera moves to delete the phrase “Veterans’ Memorial Park.” Councilman Philip Pessina seconds he motion.

To clarify, the Chair states that we are simply removing those words so it will say “Authorizing the mayor to apply for a LoCIP grant for a dog park is hereby rescinded . . . “

Councilman Nocera replies, “Right. Exactly.”

The Chair thanks Director Russo for that clarification.

The Chair asks if there is any discussion on the proposed amendment.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that Councilman Nocera has indicated that the Council, or somebody, has approved the funds for the actual development of a dog park. He asks if it has been approved already, if the money has been put someplace. Has it been taken care of at Marzelak Park?

Councilman Nocera replies that it has not been built yet; rather, it is on the list.

Councilman Loffredo asks if it is a matter that will come back to the Council at some point in the future.

Councilman Nocera replies, “Yes.”

The Chair calls on Councilman Philip Pessina

Councilman Pessina states that, historically, he was on the Council when it was passed when Mayor Giuliano was on office. It was passed and he failed to act on it and that money has been sitting there. We formally had approved it. He agrees that, once the money goes, the process goes to Finance & Government and comes back to Council, that we name it a new parl. That is the historical data.

There being no further discussion, the Chair calls for a roll call vote on the friendly amendment, which is clarifying language. The Chair asks the Council Clerk to call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia)
The Chair states that the matter is approved.

There being no further discussion the Council considers the resolution, as amended:

- Whereas**, it is necessary for the City of Middletown Office of Public Works Department to upgrade and repair Harbor Park Tunnel; and
- Whereas**, currently, Harbor Park Tunnel walls are decaying due to water, chemicals, traffic patterns and weather producing cracks, voids and crumbling concrete, all of which are cause for safety and structural integrity concerns; and

Whereas, repairs will include construction techniques such as chemical grouting to allow for the groundwater control, preventing unwanted water from leaching in to the tunnel over time. Additionally, sand blasting, concrete repair, and painting of tunnel walls; and

Whereas, on December 17, 2015, the Common Council approved Resolution 166-13, authorizing the Mayor to apply for LOCIP funding for a dog park fence at Veterans Memorial Park; and

Whereas, after deliberation and unforeseen delays it has been determined that the project be abandoned and revisited at a later date with revised plans; and

Whereas, the initial \$69,000 LOCIP request for the dog park fence will be closed out and funds returned to the LOCIP pool of funds available for other projects; and

Whereas, these needs meet the guidelines for projects eligible for Local Capital Projects Improvement Program funds, costing \$69,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That Mayor Benjamin D. Florsheim is authorized to sign and submit an application to the State of Connecticut for a grant in the amount of \$69,000.00 in Local Capital Projects Improvement Program funds, for the cost of the work; and that a new line item be created in the Capital Improvement Plan entitled "Harbor Park Tunnel Repair" in the amount of \$69,000.00.

FISCAL IMPACT: Funds for these needs are available through the Local Capital Projects Improvement Program (LoCIP).

There being no discussion on the underlying motion and the resolution a, as amended, the Chair calls for a roll call vote, asking the Council Clerk to call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia)
The Chair states that the matter is approved.

- E. **Approving that Mayor is authorized to sign all documents necessary to implement the lease with Stubborn Beauty Brewing Co, LLC, for the leasing of an additional 2,440 sq. ft. of space in Building A at 180 Johnson Street, subject to review and approval by the office of General Counsel as to form and content, as follows, as adjusted: Year 1: monthly \$2,145.83; annual \$25,750; Year 2: monthly \$2,489.17; annual \$29,870 ; Year 3: \$2,563.84; annual \$30,766.10; Year 4: \$2,640.76; annual: \$31,689.08; Year 5: monthly: \$2,719.98; annual \$32,639.76**

APPROVED

RESOLUTION No. 56-20; K: review/ resolution. Stubborn Beauty lease adjustment – RES 56-20 – 3 Aug 2020

WHEREAS, the City of Middletown leases space to Stubborn Beauty Brewing Co. LLC at 180 Johnson Street; and,

WHEREAS, Stubborn Beauty is looking to expand their operations to meet the need of their client base; and,

WHEREAS, their current lease brings in approximately \$18,936 in revenue for the use of the space; and,

WHEREAS, the tenant is looking to finance \$3,250 in upgrades to the bathroom facility adjacent to their space; and,

WHEREAS, the tenant will lease approximately 2,440 additional square feet of space in building A; and,

WHEREAS, at the July 23, 2020 meeting of the Economic Development Committee, the members present agreed to move forward the proposed lease at R.M. Keating Historical Enterprise Park to Stubborn Beauty Brewing Co, LLC. to the next Common Council meeting; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: The Mayor is hereby authorized to sign all documents necessary to implement the lease with Stubborn Beauty Brewing Co, LLC, for the leasing of an additional 2,440 sq. ft. of space in Building A at 180 Johnson Street, subject to review and approval by the office of General Counsel

as to form and content, as follows:

	MONTHLY TOTAL ADJUSTED	ANNUAL TOTAL ADJUSTED
Year 1	\$ 2,145.83	\$ 25,750.00
Year 2	\$ 2,489.17	\$ 29,870.00
Year 3	\$ 2,563.84	\$ 30,766.10
Year 4	\$ 2,640.76	\$ 31,689.08
Year 5	\$ 2,719.98	\$ 32,639.76

FINANCIAL IMPACT – The lease will generate a minimum of \$150,714.94 over the term of the lease.

LEASE AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND

THIS LEASE AGREEMENT made as of the ____ day of _____, 202____, by and between the City of Middletown, with its offices located at 245 DeKoven Drive, P. O. Box 1300, Middletown, Connecticut 06457, hereinafter referred to as the LANDLORD, and _____ Stubborn Beauty Brewing Co, LLC, with its offices located at 180 Johnson Street, Middletown, Connecticut, 06457, hereinafter referred to as the TENANT.

WITNESS:

ARTICLE I
Basic Data: Definitions

Section 1.1

- The following sets forth basic data, hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.
- (a) TENANT: Stubborn Beauty Brewing, LLC
 - (b) Present Mailing Address of TENANT: 180 John Street, Middletown, CT 06457.
 - (c) The Demised Premises: The Demised Premises contains 6,600 rentable square feet in the following locations:
First Floor: Building A-6,600 sq ft
 - (d) Lease Term: 5 year term. Upon the written request of the TENANT, at least sixty (60) days prior to the expiration of the Term, the LANDLORD, in its sole and absolute discretion, may extend this Lease Agreement for two additional five (5) year terms, provided that the TENANT is not in default of this Lease Agreement, or is not otherwise in default of any taxes or assessment charges due to the City of Middletown. The Rental Rate set forth below in this Section shall be renegotiated and agreed upon in writing by the Parties before the commencement of the additional terms.
 - (e) Commencement Date: August 1, 2020.
 - (f) Rental Rate: Rent shall be based on the amount of leased square feet of rentable space, as set forth more particularly in the attached **Exhibit B**, and shall be due on the first day of each month subject to a ten (10) day grace period. The TENANT shall be obligated to pay rent in accordance with the following schedule:

	MONTHLY TOTAL ADJUSTED	ANNUAL TOTAL ADJUSTED
Year 1	\$ 2,145.83	\$ 25,750.00
Year 2	\$ 2,489.17	\$ 29,870.00
Year 3	\$ 2,563.84	\$ 30,766.10
Year 4	\$ 2,640.76	\$ 31,689.08
Year 5	\$ 2,719.98	\$ 32,639.76

- (g) Use: Brewery.
- (h) Operating Expenses: Building operating expenses are included in the rental rates with the exception of all utilities including, but not limited to natural gas, steam, water, electricity charges, heating, cooling, and the like (herein "Utilities"). For those spaces whereby the Utilities are not sub-metered, the LANDLORD has the right to sub-meter any and all Utilities or the LANDLORD shall be able to estimate utilities bases off of use of the space, in the LANDLORD's sole and absolute discretion. If the LANDLORD sub-meters Utilities, it shall provide TENANT thirty (30) days-notice before requiring the TENANT to assume responsibility for said charges.
- (i) Advanced Rent/Security Deposit: Not Applicable (Existing Business).
- (j) In-Kind Rent: ONLY IF APPLICABLE
- (k) Landlord Improvements: ONLY IF APPLICABLE
- (l) Subletting: TENANT will not sublet the Lease in whole or in part without the written consent of the LANDLORD. If the TENANT sublets without the consent of the LANDLORD, the LANDLORD shall have the unilateral discretion to terminate the lease upon thirty (30) days' notice. No subletting shall in any way impair the continuing primary liability of TENANT hereunder, and no consent, if any is given, to any sublet in a particular instance, shall be deemed to be a waiver of LANDLORD'S rights to prevent any assignment as provided herein. TENANT shall be required to sublet at fair market rental value and LANDLORD shall be entitled to receive any excess rentals or other charges payable by the subtenant over the amounts being paid by the TENANT to LANDLORD, and such sum shall be payable by TENANT as additional rent to LANDLORD on the first of each month, together with TENANT'S monthly rent.

(m) Parking: The LANDLORD shall designate in writing the number of spaces and location of where TENANT and its employees may park. Long-term parking of vehicles, registered or unregistered, shall require written permission of the LANDLORD. Long-term parking is defined as a period of 30 days or more.

(n) Capped Remediation Area: Capped Remediation Area: The Tenant is specifically prohibited from placing heavy, static loads on the area highlighted in the attached **Exhibit E** as [REDACTED] or from using the area for anything other than a parking lot for passenger vehicles for itself, visitors, and guests. The TENANT further guarantees that no activity shall result in the damage to the geo-membrane or related cap infrastructure. To the extent that Tenant violates this agreement and uses the aforementioned area for anything other than parking for passenger vehicles, Tenant agrees that it shall be fully responsible for repairing the cap and the lot as required by the City. In addition, Tenant shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, attorneys' fees, and settlement expenses arising from property damage to the cap or parking lot as a result of the Tenant's misuse of the parking lot as described herein.

ARTICLE II Premises

Section 2.1 – Description of Premises

LANDLORD hereby Leases to TENANT and TENANT hereby Leases from LANDLORD, upon and subject to the terms and provisions of this Lease, the premises, hereinafter referred to as the Demised Premises and storage area, if applicable, as defined in Section 1.1 (c) herein and shown on **Exhibit A** and **Exhibit B**, which has been attached hereto and incorporated herein.

Section 2.2 – LANDLORD'S Reservations

Excepting and reserving to the LANDLORD the roof and exterior walls of the building of which the Demised Premises are a part; and further reserving to the LANDLORD the right to place in the Demised Premises, in such manner as to reduce to a minimum the interference with the TENANT'S use of the Demised Premises, utility lines, pipes and the like, to serve premises other than the Demised Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Demised Premises as may have been installed in said building. The LANDLORD shall have free and immediate access to the infrastructure cited in Section 2.1 at all times.

ARTICLE III Operating Expenses/ Utilities and TENANT'S Contribution

Section 3.1 – Operating Costs

Included in Gross Rent

Section 3.2 – Responsibility for Utilities

The LANDLORD, in its sole and absolute discretion, may sub-meter any Utilities at the Demised Premises, and charge the TENANT for said use at the LANDLORD'S cost. The TENANT shall pay for all the Utility charges associated with the use of the Demised Premises. Please note that open-flame heaters are prohibited.

ARTICLE IV Use of Premises

Section 4.1 – Permitted Use

It is understood, and the TENANT so agrees, that the Demised Premises and storage area, if applicable, during the Term of this Lease Agreement and any authorized extensions of the Lease shall be used and occupied by the TENANT only for the purposes specified as the use thereof in Section 1.1(g) of this Lease Agreement and for no other purpose or purposes.

Section 4.2 – TENANT'S Alterations and Improvements

The TENANT shall not make any alterations, improvements and/or additions to the Demised Premises without first obtaining, in each instance, the prior written consent of the LANDLORD. LANDLORD agrees in advance to all alterations requested by TENANT to renovate and improve the facility as set forth in the attached document, **Exhibit C**. Also set forth in **Exhibit C** is whether such improvements will need to be removed when this Lease Agreement is terminated. TENANT shall also obtain a building permit(s) and any other applicable construction permits necessary to legally accomplish said alterations, improvements, and/or additions.

By executing this LEASE, TENANT covenants that it has sufficient funds on hand, and has provided proof of said funds to the LANDLORD, to undertake TENANT alterations as displayed in **Exhibit C**. Failure to complete TENANT alterations as displayed in **Exhibit C**, within one year of execution of this lease agreement shall be a default of said LEASE and LANDLORD shall have all remedies as detailed in Section 8.4 of this LEASE.

Section 4.3 – Operational Covenants

The TENANT further agrees to conform to all of the following provisions during the entire Term of this Lease Agreement:

(a) The TENANT shall always conduct its operations in the Demised Premises under its present trade name unless the LANDLORD shall otherwise consent in writing;

- (b) No auction, fire or bankruptcy sales may be conducted within the Demised Premises without the prior written consent of the LANDLORD. The TENANT'S request for permission must be made at least 30 days in advance of when any such sale occurs;
- (c) The TENANT shall not use the areas adjacent to the Demised Premises for business purposes including but not limited to the distribution of handbills or advertising of any type without the prior written consent of the LANDLORD.
- (d) The TENANT shall not utilize, for any purpose, spaces other than what are allotted as part of this LEASE without written permission from the LANDLORD.
- (e) TENANT hereby agrees to maintain the Demised Premises and operations within in accordance with all State and City of Middletown Health Codes, Building Codes and City Ordinances.
- (f) The TENANT shall receive goods, in such areas, as may be designated by the LANDLORD. All trash, refuse and the like shall be kept in such areas as designated by the LANDLORD and must comply with all appropriate health and building code regulations and rules.
- (g) The TENANT shall not perform any act or carry on any practice which may injure the Demised Premises or any other part of the LANDLORD'S Premises of which the Demised Premises are a part or cause anything beyond reasonable odor or loud noise associated with the uses listed in 1.1(g) or constitute a nuisance or menace to any other occupants or other persons in the Premises, and in no event shall any noises or offensive odors be emitted from the Demised Premises.
- (h) TENANT shall disclose all toxic or hazardous substances used and/or stored within the Demised Premises. TENANT shall provide landlord with the Material Safety Data Sheet (MSDS) as well as a written description of why the material is used and/or stored within the Demised Premises and how the material shall be housed. All hazardous and toxic chemicals MUST be kept in an appropriate storage locker/cabinet and current MSDS shall be maintained on-site by the TENANT at all times. Any spills or releases of hazardous or toxic substances must be reported to the LANDLORD immediately. The LANDLORD reserves the right to terminate the LEASE if it is determined by the LANDLORD that the TENANT is engaged in the misuse, improper storage, or unsafe handling of hazardous or toxic substances within the Demised Premises. The TENANT will indemnify, defend, and save harmless the LANDLORD from any environmental claims, damages, or injury cases arising from the TENANT'S use, storage, or maintenance of hazardous materials in the Demised Premises.

- (i) TENANT agrees to maintain the Demised Premises in a condition suitable and safe for employees in accordance with OSHA standards. The Demised Premises shall remain free of mold or other environmental hazards. The LANDLORD shall be notified immediately about the intrusion of water, mold, or airborne pollutants.
- (j) The TENANT agrees that its employees and others connected with the TENANT'S operations at the Demised Premises will abide by all of the reasonable rules and regulations from time to time established by the LANDLORD.
- (k) The TENANT is responsible for contracting for janitorial services unless otherwise set forth herein.

ARTICLE V Maintenance

Section 5.1 – TENANT Repair Obligations

Except as specifically provided herein, the TENANT agrees that from and after the date that the possession of the Demised Premises is delivered to the TENANT and continuously throughout the Lease Term, the TENANT will keep neat and clean and maintain in good order, condition and repair, the Demised Premises and every part thereof. The TENANT further agrees that the Demised Premises shall be kept in a clean, sanitary and safe condition and shall in all respects comply with the laws of the State and the ordinances of the City of Middletown and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and all other proper officers of the governmental agencies having jurisdiction over the Demised Premises.

Section 5.2 – LANDLORD Repair Obligations

The LANDLORD agrees to keep in good order, condition and repair foundations and structural portions of the Demised Premises including roof, walls, elevators, exterior glass and glass windows and exterior doors irrespective of which party installed the same. The LANDLORD shall not be responsible to make any other improvements or repairs upon the Demised Premises except as specifically detailed in this Lease Agreement.

ARTICLE VI Indemnification

Section 6.1 – Indemnification

The TENANT shall at all times during the Term of this Lease Agreement, from and after the date possession of the Demised Premises is delivered to the TENANT, hold the LANDLORD, its officers, agents, servants and employees harmless and indemnified against any and all loss, damage, cost, expense or liability arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the TENANT'S LEASE or use of the Demised Premises or by reason of any act or thing done or omitted to be done in, upon or about the Leased Premises or any part thereof, unless such loss, damage, cost, expense or liability shall be caused by the negligence of the LANDLORD. The TENANT shall hold the LANDLORD, its officers, agents, servants and employees harmless, indemnified, and free and clear of any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including but not limited to reasonable attorney's fees, arising in connection with the use of the site, Demised Premises, by the TENANT or its employees, agents, guests, visitors, or invitees. For the purposes of this Section, the Demised Premises shall include the service areas adjoining the same and any sidewalk adjacent to the Demised Premises. This indemnification shall survive the termination of this Lease Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding and the defense thereof, including but not limited to reasonable attorney's fees and court costs.

Section 6.2 – TENANT'S Improvements

The TENANT agrees to use and occupy the Demised Premises and to use such other portions of the Premises as it is herein given the right to use at its own risk. Any work performed by the TENANT shall require building permits from the City of Middletown Building Department. The LANDLORD shall have no responsibility or liability for any loss or damage to the TENANT'S Leasehold improvements or to fixtures or any other personal property of the TENANT or those claiming by, through or under the TENANT. The provisions of this Section shall apply during the entire Lease Term and during any earlier period that the LANDLORD has given prior written permission to the TENANT to enter the Demised Premises. TENANT will be responsible for \$3,250 worth of improvements to the tenant's bathroom facilities.

Section 6.3 – Loss or Damage

Except for claims arising from the LANDLORD's willful misconduct or negligence not covered by the insurances required of the TENANT hereunder, the TENANT waives all claims against the LANDLORD for injury or death to person, damage to property or to any other interest of the TENANT sustained by the TENANT or any party claiming through the TENANT, resulting from: (i) any occurrence in or upon the Demised Premises; (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including but not limited to sprinklers; (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold or other casualty; (iv) the operating and mechanical systems or equipment of the Premises or of the Demised Premises being defective, out of repair or failing; and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including but not limited to other tenants, contractors and invitees at the Premises. The TENANT agrees that his property loss risks shall be borne by his insurance and the TENANT agrees to look solely to and seek recovery only from his insurance carriers in the event of such losses. The TENANT agrees to waive any and all of its

rights to subrogate against the LANDLORD and/or its insurer for any loss, damages or liability resulting in, on, under or around the Demised Premises.

ARTICLE VII
LANDLORD'S Access to Premises

Section 7.1 – Right of Entry

The LANDLORD and its designees shall have the right to enter upon the Demised Premises (a) at any time in the case of an emergency; (b) at all reasonable hours for the purpose of inspecting; or (c) when making non-emergency repairs at a mutual reasonable time while taking care to not harm the operations or assets of the TENANT. If repairs are required to be made by the TENANT pursuant to the terms of this Lease Agreement or if the TENANT is required to perform any other obligation under this Lease Agreement, the LANDLORD may demand that the TENANT make such repairs or perform such obligation forthwith. If the TENANT refuses or neglects to commence such repairs or perform and complete the same with reasonable dispatch, after such demand, the LANDLORD may, but is not required so to do, make or cause such repairs or performance to be done and shall not be responsible to the TENANT for any loss and/or damage that may accrue as a result thereof. If the LANDLORD makes or causes such repairs or performance to be done, or endeavors so to do, the TENANT agrees that it will forthwith, on demand, pay to the LANDLORD the cost thus incurred, and if the TENANT shall be in default of such payment, then the LANDLORD shall have its remedies provided herein.

ARTICLE VIII
Miscellaneous Provisions

Section 8.1 – Insurance

TENANT shall, at its expense during the term hereof, maintain insurance for the Leased Premises in accordance with the requirements set forth in **Exhibit D** and deliver to LANDLORD without demand a Certificate of Insurance form showing said coverage.

TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

In addition to the foregoing, LANDLORD requires TENANT, at its expense during the term hereof, to maintain adequate property insurance, including business income, to cover tenants own interests. In the event that the TENANT elects to not maintain such insurance, the TENANT understands and agrees that pursuant to Section 6.3 of this Agreement, the TENANT waives all claims against the LANDLORD that would otherwise have been covered by such insurance. TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

Section 8.2 – Notices.

Notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows:

If to the LANDLORD:	City of Middletown Attn: Director Planning, Conservation and Development Office 245 DeKoven Drive Middletown, CT 06457
If to the TENANT:	180 Johnson Street Middletown, CT 06457

Mailed notice shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall be deemed to have been given when mailed.

Section 8.3 – Condemnation

If all or any part of the Leased Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any such award shall belong to TENANT.

Section 8.4 – LANDLORD'S Rights upon Default

In the event of any material breach of this Lease by the TENANT, which shall not have been cured within THIRTY (30) DAYS, then the LANDLORD, besides other rights or remedies it may have under applicable law, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises pursuant to the summary process laws of the State of Connecticut; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the TENANT. If the LANDLORD elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the LANDLORD in LANDLORD's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the TENANT hereunder, the TENANT shall pay such deficiency to the LANDLORD monthly. The TENANT shall also pay to the LANDLORD, as soon as ascertained, the cost and expenses incurred by the LANDLORD, including reasonable attorney's fees, relating to such reletting.

In addition to any material breaching any agreement or covenant set forth in this LEASE, the following shall constitute a default and subject the TENANT to termination of the LEASE:

(a) Failure on the part of the TENANT to make payment of rent or any other monetary amount due under this LEASE within the prescribed time period. With respect to a nonmonetary default under this LEASE, failure of the TENANT to cure the same within thirty (30) days after receiving written notice from the LANDLORD of said default.

(b) The commencement of any of the following proceedings, with such proceeding not being dismissed within thirty (30) days after it has begun (i) the TENANT hereby created being taken on execution or by other process of law; (ii) the TENANT being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the TENANT for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the TENANT's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the TENANT under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.

(c) The TENANT filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law or hereafter enacted providing a plan or other means for a debtor to settle, satisfy, or extend the time for the payment of debts.

(d) If the TENANT abandons or vacates the Demised Premises.

Section 8.5 – Quiet Enjoyment

The Landlord agrees that if the TENANT shall pay the rent as aforesaid and remain in compliance with the covenants and agreements herein contained on its part to be performed, the TENANT shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

Section 8.6 – Termination and Surrender upon Termination

(a) LANDLORD'S Rights to Terminate: If the LANDLORD deems that the TENANT'S conduct could have a negative effect on the reputation of the LANDLORD, has the right, in its sole discretion, to terminate this Lease Agreement immediately. The LANDLORD also shall have the right, in its sole discretion, to terminate this Lease Agreement without cause by giving thirty (30) days written notice to TENANT of such termination specifying the date of such termination.

(b) Surrender of the Demised Premises Upon Termination: At the end of the Lease term the, TENANT shall surrender the Lease property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted, and it shall be vacated of all property owned or leased by the TENANT. If the TENANT fails to surrender the Lease property in appropriate condition as set forth herein, the LANDLORD shall have all rights and remedies available to it under applicable law, including charging said TENANT for any clean-up or rehab charges or keeping any upfront rent or security deposit to cover said costs.

Section 8.7 – Subordination

This Lease and the TENANT's Leasehold interest is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises and all advances paid under such liens and encumbrances.

Section 8.8 – Holdover

No receipt of money by the LANDLORD from the TENANT after the termination of this Lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

Section 8.9 – Waiver

No waiver of default of the TENANT shall be implied and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 8.10 – Exclusivity of Remedies

All rights and remedies of the LANDLORD and the TENANT under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.

Section 8.11 – Assignment, Provisions Binding

The TENANT shall not assign this Lease without the LANDLORD'S prior written consent, provided that the TENANT and the proposed assignee, including any owner, member, associate, or individual that is a member or officer of the TENANT and the proposed assignee are not delinquent in the payment of any and all taxes, assessments or any other charges levied lawfully against such person or entity by the City of Middletown or any other governmental entity. Any attempt to assign this Agreement in violation of this Section shall render such assignment null and void. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of the LANDLORD and of the TENANT, but also of their respective heirs, legal representatives, successors and permitted assigns, provided this clause shall not permit any assignment/subletting contrary to the provisions of Article 1 or this Section hereof.

Section 8.12 – Entire Agreement

All of the representations and obligations of the LANDLORD and the TENANT are contained herein and no modification, waiver or amendment of this Lease, or any of its conditions or provisions, shall be binding upon the LANDLORD and the TENANT unless in writing, signed by both the LANDLORD and the TENANT.

Section 8.13 – Installments of Rent

The receipt by the LANDLORD of any installment of the Gross Rent shall not be a waiver of any other rental payments then due or of any default of the TENANT hereunder.

Section 8.14 – No Brokerage

The TENANT warrants and represents that he has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against the LANDLORD predicated upon prior dealings with the TENANT named herein, the TENANT agrees to defend the same and indemnify the LANDLORD against any such claim.

Section 8.15 – Recording of Lease

At the request of either party, LANDLORD and TENANT shall execute a Notice of Lease in a form prescribed by Section 47-19 of the Connecticut General Statutes for the purpose of giving record notice of the appropriate provisions of this Lease.

Section 8.16 – Requirements of Law

The TENANT shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state and city governments and of all other governmental authorities having or claiming jurisdiction, directly or indirectly over the Demised Premises or appurtenances or any part thereof, including but not limited to, environmental rules, regulations and laws, and hazardous materials rules, regulations and laws.

Section 8.17 – Compliance with Law

The TENANT covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments.

Section 8.18 – Payment of Taxes

The TENANT shall pay all taxes, if any, herein defined as all general and special taxes, whether ordinary or extraordinary, including existing and future assessments for roads, sewer, utilities, other local improvements, and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Demised Premises on both land and all improvements contained therein. Taxes may also be lawfully charged, assessed, or imposed on the Tenant for all fixtures and equipment of every type and also upon all personal property in the Demised Premises. The Tenant shall pay all license fees and other charges which may be imposed lawfully upon the business of the Tenant, which is conducted upon the Demised Premises. LANDLORD SHALL SEND TENANT A TAX BILL FOR THE PORTION OF SPACE IN WHICH THE TENANT IS IN ON A BIENNIAL BASIS. TAXES ARE NOT PART OF THE BASE RENT AS STATED IN ARTICLE 1.1, SECTION (F).

Section 8.19 – Governing Law; Interpretation

This LEASE will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this LEASE, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, TENANT (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this LEASE be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

Section 8.20 – Waiver of Prejudgment Remedy Hearing and Notice

TENANT ACKNOWLEDGES THAT THIS IS A "COMMERCIAL TRANSACTION" AS SUCH TERM IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. TENANT ACKNOWLEDGES THAT, PURSUANT TO SUCH SECTION, IT HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY "PREJUDGMENT REMEDY". NOTWITHSTANDING THE FOREGOING, TENANT, BY EXECUTING THIS LEASE, HEREBY KNOWINGLY AND WILLINGLY WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH PAYEE OR ITS SUCCESSORS OR ASSIGNS DESIRE TO USE IN CONNECTION WITH ANY SUIT ON THIS CONTRACT, AND AUTHORIZES LANDLORD'S ATTORNEY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THE WAIVER.

IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the Presence of:

_____	LANDLORD, CITY OF MIDDLETOWN
_____	By: _____
_____	Its: _____, Duly Authorized
_____	Date: _____
_____	TENANT,
_____	By: _____
_____	Its: _____, Duly Authorized
_____	Date: _____

EXHIBIT B – Description of Rentable Space

TENANT will be utilizing 6,600 Square feet of space in Building A. Tenant will be improving the plumbing in the bathroom at a cost of 3,250.00.

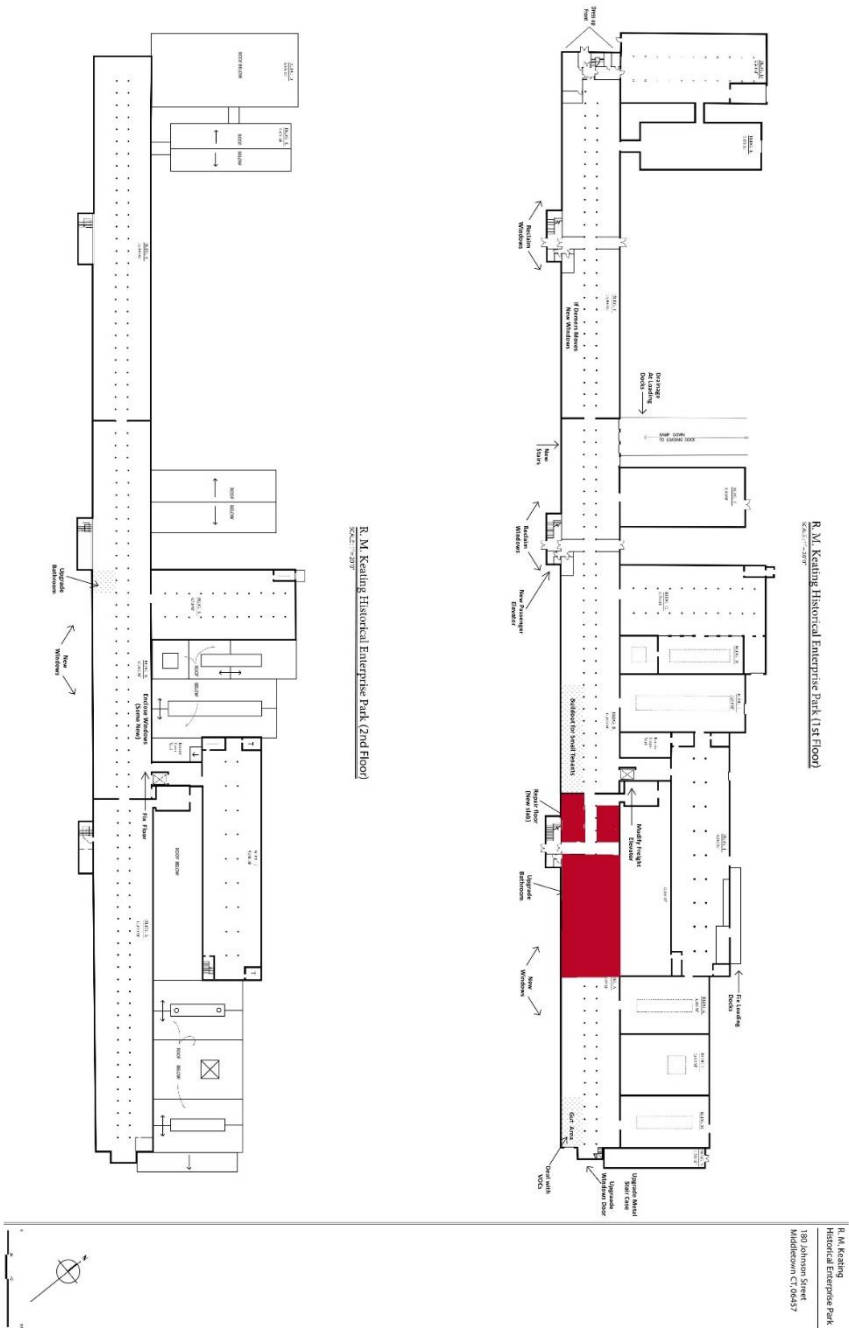
EXHIBIT C – Tenant Alterations

Tenant will do \$3,250.00 worth of improvements to the bathroom facility within their space. Tenant will utilize space for storage, tasting room and manufacturing space.

EXHIBIT D – Insurance Requirements

EXHIBIT E – Map of Parking Site

ATTACHMENT "A"- R. M. Keating Historical Enterprise Park Floor Plan- 180 Johnson Street



Councilwoman Jeanette Blackwell reads the motion and moves to approve. Councilman Vincent Loffredo seconds the motion.

There being no discussion, the Chair calls for a roll call vote, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye

Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The Chair states that the matter is approved.

F. Approving that The Mayor is hereby authorized to sign all documents necessary for the purchase of 32.51 acres off of Route 17 and Long Hill Road that contain part of the Laurel Brook Reservoir watershed as City Open Space, subject to review and approval by the office of General Counsel as to form and content, as follows:1760 South Main Street, Map 31, Lot 10 , 10604 ,3.45 acres , \$ 10,000; Long Hill Road, Map 17, Lot 1,10606, 6.8 acres \$300,000; Long Hill Road, Map 17, Lot 6, 10607, 14.2 acres, \$125,000; 1029 Long Hill Road, Map 17, Lot 9 , 10605, 9.06 acres, \$230,000; Totals: 32.51 acres; \$665,000

APPROVED

RESOLUTION No. 57-20; K: review/ resolution/ PCD Livingston open space RES 57-20 – 3 Aug 2020

WHEREAS, the City of Middletown’s Plan of Conservation and Development’s guiding principles include the “Acquisition of Open Space and the protection of our Natural resources, our green infrastructure; and.

WHEREAS, the citizens of the City of Middletown voted to bond 5 million dollars to continue the effort of purchasing and protecting our natural resources; and,

WHEREAS, one of our most important environmental assets to protect are aquifer sand watersheds that provide the City’s public water supply; and,

WHEREAS, the Laurel Brook Reservoir and watershed is an important asset that should be protected; and,

WHEREAS, there are approximately 32.51 acres of property that are available for purchase off of Route 17 and Long Hill Road that contain part of the Laurel Brook Reservoir watershed; and,

WHEREAS, the Conservation and Agricultural Commission has recommend the purchase of the lots for open space; and,

WHEREAS, the City has had an appraisal done on the property to determine the potential value of the four parcels; and,

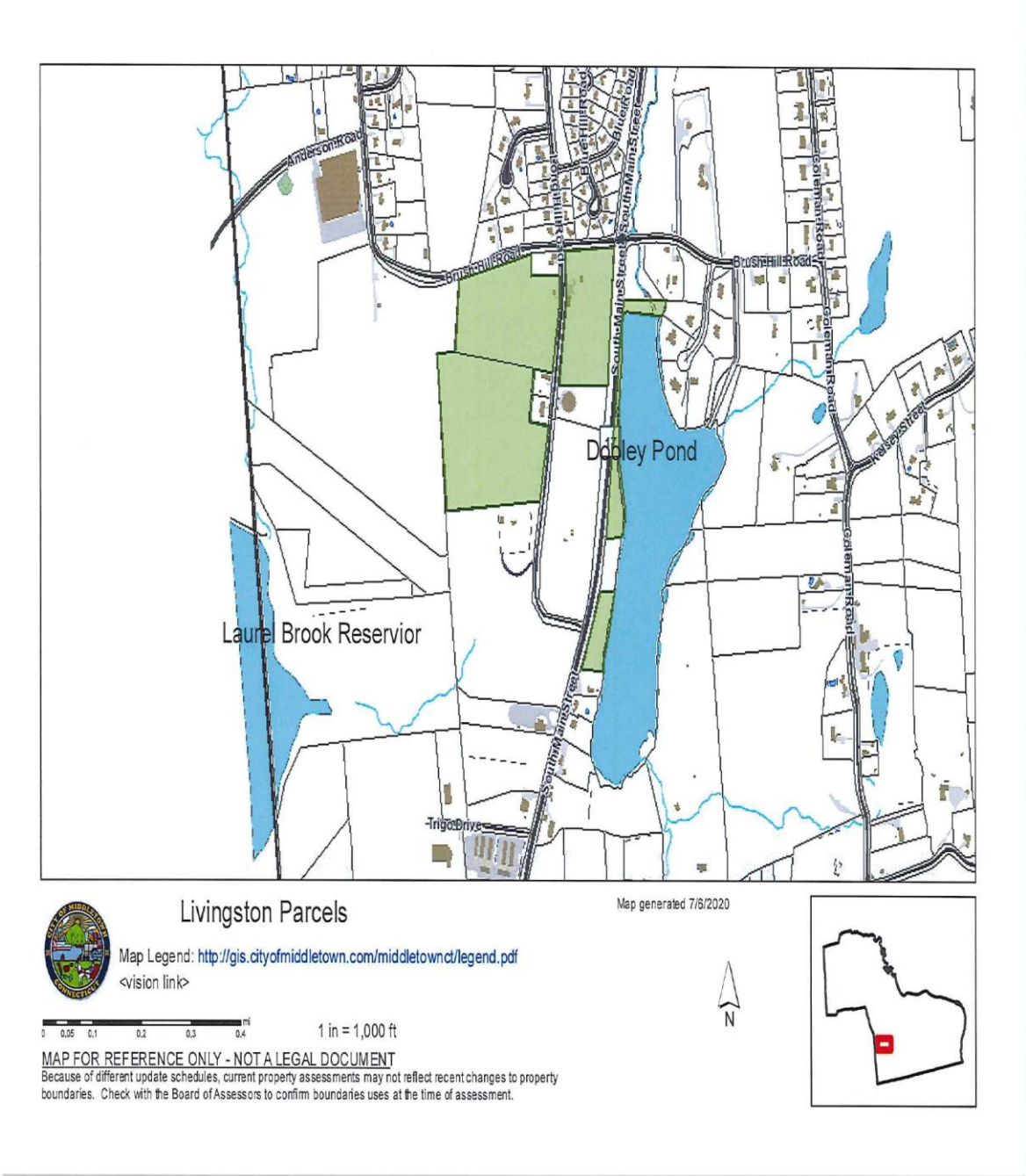
WHEREAS, if the City agrees to purchase said parcels, the current property owner will remove any blighted buildings and receive any Planning and Zoning approvals needed prior to the City acquiring the properties; and,

WHEREAS, the City has approximately 5 Million dollars available from an Open Space Bond for the purchase of these lots; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: The Mayor is hereby authorized to sign all documents necessary for the purchase of 32.51 acres off of Route 17 and Long Hill Road that contain part of the Laurel Brook Reservoir watershed as City Open Space, subject to review and approval by the office of General Counsel as to form and content, as follows:

Address:	Map / Lot	Vision ID	Acres	Value
1760 South Main Street	Map 31, Lot 10	10604	3.45 acres	\$ 10,000
Long Hill Road	Map 17, Lot 1	10606	6.80 acres	\$300,000
Long Hill Road	Map 17, Lot 6	10607	14.2 acres	\$125,000
1029 Long Hill Road	Map 17, Lot 9	10605	9.06 acres	\$230,000
			Totals: 32.51 acres	\$665,000

FINANCIAL IMPACT – \$665,000 from the Open Space Bond Fund.



Councilman Darnell Ford reads the motion and moves to approve. Councilman Edward McKeon seconds the motion.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon states that this is another important purchase of open space and it is part of the, the first purchase of the \$5M fund set aside by the public for the purchase of open space.

There being no further discussion, the Chair calls for a roll call vote, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	aye
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 12 aye votes. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia). The Chair states that the matter is approved.

H. Approving the Memorandum of Understanding (MOU) between the City of Middletown and AFSCME Local 466, regarding its potential financial impact to the Recreation and Community Services Department; and authorizing the Mayor to sign this document.

APPROVED, AS AMENDED

RESOLUTION No: 58-20; K: review/ resolution/ HR 466 Cust OT RES 58-20 – 3 Aug 2020

Be it resolved by the Common Council of the City of Middletown: that the attached Memorandum of Understanding (MOU) between the City of Middletown and AFSCME Local 466 be approved regarding its potential financial impact to the Recreation and Community Services Department and authorizes the Mayor to sign it.

Fiscal Impact: Estimated \$111,144.00

Memorandum of Understanding

Between

City of Middletown

And

Local 466, Council 4, AFSCME

This Memorandum of Understanding (MOU) is entered into between the City of Middletown ("City") and Local 466, AFSCME, Council 4 ("Union"). The City and the Union have a collective bargaining agreement ("CBA") in effect through June 30, 2022.

Whereas, Article 32 of the contract addresses school custodial work schedules within the Board of Education.

Whereas, Article 32 states in relevant part, "[t]he work schedule for the evening shift shall be 1:00 P.M. to 9:00 P.M. for the elementary schools and 2:00 P.M. to 10:00 P.M. for Keigwin, Woodrow Wilson Middle School and Middletown High School."

Whereas, in response to the COVID-19 pandemic and in light of the guidelines from the State of Connecticut on reopening schools, the parties agree that it is beneficial for the Board of Education and the custodial staff to place the evening custodians on the day shift in the interest of safety and efficiency.

NOW, THEREFORE, in consideration of this mutual benefit, the City and the Union agree as follows:

1. The following provisions will take effect August 24, 2020.
2. The work schedule for the evening shift shall be 9:30 a.m. to 6:00 p.m., 40 hours per week, with a half hour unpaid lunch, for all Middletown Public Schools except for the evening custodial position located at Middletown Adult Education.
3. All employees who were previously assigned to a shift that began after 1:00 pm. shall be entitled to a night shift differential. The shift differential shall be paid for hours worked but not for vacation, sick or personal time or other paid leave. The shift differential shall apply to employees regularly assigned to qualifying shifts and does not apply to additional hours of work, which may extend into such shifts and/or are not part of such shifts. The rate for night differential shall be fifty cents (\$0.50) per hour.
4. One of the full time custodians assigned to the new evening shift (9:30 a.m. – 6:00 p.m.) at both Middletown High School and Woodrow Wilson Middle School will be assigned the duties of Group Leader during the ten (10) month school year. The evening custodian assigned as Group Leader will receive an additional thirty dollars (\$30) per week through a stipend. The thirty dollars (\$30) per week stipend will not be paid to custodians assigned as Group Leaders during

the summer vacation. The senior evening custodian at both Middletown High School and Woodrow Wilson Middle School will be assigned the duties of Group Leader unless the employee refuses the assignment. If the assignment has been refused by the senior evening custodian, the Group Leader duties will be assigned to the next most senior employee at the school. At the signing of this agreement, the current custodians assigned as Group Leaders at both Middletown High School and Woodrow Wilson Middle School will keep their Group Leader title and stipend, unless they refuse the position, transfer, or retire.

5. The City and the Union agree that this agreement will need to be revised if the Connecticut State Department of Education releases new guidelines for COVID-19 response and creating a safe learning environment for students and staff. If hours must change, the BOE/City will notify the union and the affected employees at least one calendar month in advance of any changes to this agreement.
6. The City and the Union further agree that should the COVID-19 pandemic end prior to June 30, 2022, the parties agree to meet and revisit this agreement on whether or not there is a continued need for the altered schedules.
7. During school closures due to inclement weather or other emergencies resulting in students not being present in the school buildings, all evening custodians except those specifically excluded herein will report to work at their assigned work areas on the day shift from 7:00 A.M. to 3:30 P.M., with a half hour unpaid lunch.
 - a. When evening shift custodians work the day shift due to inclement weather or other non-COVID-19 related emergencies, they will not receive shift differential for hours worked in accordance with Article 10, Section 9 and Section 2 of this Memorandum of Understanding.
 - b. When schools reopen after inclement weather or other emergency, the evening custodians will return to shifts identified herein.
8. When there is inclement weather that causes school opening delays, the Director of Facilities or his/her designee will call in custodians as needed outside of their regularly scheduled shifts. Overtime will be given to all custodians called in to work before or after their regularly scheduled shifts in accordance with Article 5, Hours of Work, Section 10 and Article 6, Overtime and this agreement.
9. During school holiday and vacation breaks when schools are closed to students, all evening custodians will report to the day shift from 7:00 A.M. to 3:30 P.M., with a half hour unpaid lunch. These custodians will receive their regular rate of pay and will not receive shift differential for any hours worked. On days when schools are closed due to city-wide voting/elections, School Custodial staff will work their regularly assigned shifts per this agreement.
10. On the evenings before Thanksgiving, Christmas, New Year's Day and Good Friday, when there are no events planned in the schools, evening custodians will work from 9:30 A.M. to 6:00 P.M. Evening custodians will not receive shift differential when working these hours on the days identified in this paragraph.

11. The hours of work for the position of Building Superintendent II/Pool located at Woodrow Wilson Middle School, currently occupied by Raymond Zalewski, shall remain the same 7:00 a.m. – 3:30 p.m. Monday through Friday, 40 hours per week with a 30 minute unpaid lunch. This change in schedule will be in effect until the new Woodrow Wilson Middle School is built, at which time the hours of work will be reconsidered based on the operational needs of the building.

Be it further resolved that the parties agree that this MOU does not ratify any past practice between the parties, nor does it create a policy or procedure on the part of the City that moving forward could be construed by either party as a past practice.

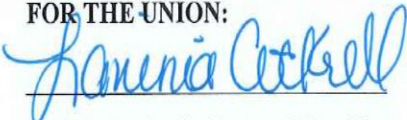
This Memorandum of Understanding is entered into without precedent or prejudice to any party.

FOR THE CITY:

Benjamin Florsheim, Mayor

Dated: _____

FOR THE UNION:


Lavinia Cockrell, Chapter C President,
Local #466

Dated: 8-3-2020

	September	October	November	December	January	February	March	April	May	June	Total Hours	COST
MHS												
WWMS	44	64	56	56	92	68	80	64	60	40	624	\$24,960.00
Keigwin	6	15	63	56	72	68	64	6	6		356	\$14,240.00
Bielefield			28	48	68	52	68				264	\$8,976.00
Farm Hill			39	36	56	46	60				237	\$8,295.00
Lawrence			45	42	63	48	60				258	\$10,320.00
Macdonough			18	18	40	37	56				169	\$5,746.00
Moody	7.5	9	27	24	36	25	63				191.5	\$5,745.00
Snow		20	30	21.5	42.5	32.5	62	7			215.5	\$7,758.00
Spencer	57	66	44	42	63	48	60				380	\$13,680.00
Wesley	39	42	63	42	63	45	63				357	\$11,424.00
TOTAL											3052	\$111,144.00

Assumptions

- No indoor sports in April (teams historically use both indoor and outdoor during this month)
- No charge for vacation day camps (December, April, Election Day, etc)
- One custodian at WW when using pool and gym
- One hour cleaning after activities
- Only listed **weekday** usage; weekend/summer use is already budgeted (~\$40,000)

Types of Activities

- | | |
|-------------------|------------------|
| Cheerleading | Unified Theater |
| Drums Alive | Baking/Cooking |
| Basketball | Hoops and More |
| Lacrosse | Judo |
| Baseball/softball | Kumsajado |
| Soccer | Badminton |
| Volleyball | Circuit Training |
| Hoops and More | Swimming |

Councilwoman Linda Salafia reads the motion and moves to approve. Councilman Philip Pessina Edward McKeon seconds the motion.

The Council Clerk explains that at about 5:30PM this afternoon, an amended memorandum of understanding was submitted to the Council for consideration at this evening’s meeting. The revised document is posted on Granicus and was emailed to all Councilmembers. It is partially executed, signed by Local 466, but, as of 6:00PM, a redlined version of the document showing the changes, had not yet been submitted.

Councilwoman Linda Salafia states that she compared checked the resolution that went to Finance & Government for approval with the document that was emailed late this afternoon. She states that the changes are:

- the effective date of the Memorandum of Understanding was changed from August 26th to August 24th ;
- in paragraph 4, a sentence was added to the end of the paragraph stating:

If the assignment has been refused by the senior evening custodian, the Group Leader duties will be assigned to the next most senior employee at the school. At the signing of this agreement, the current custodians assigned as Group Leaders at both Middletown High School and Woodrow Wilson Middle School will keep their Group Leader title and stipend, unless they refuse the position, transfer, or retire.

- Paragraph 6 was added, which states:

6. The City and the Union further agree that should the COVID-19 pandemic end prior to June 30, 2022, the parties agree to meet and revisit this agreement on whether or not there is a continued need for the altered schedules.

Councilwoman Salafia moves that these changes be an amendment to the original resolution. Councilman Eugene Nocera seconds the motion to amend.

The Chair, for purposes of context, explains that the reason that this Memorandum of Understanding is established is that the schools and Board of Education will allow night shift custodians to work during the day shift, starting in the fall to be sure there is enough staff on hand at all schools to keep the building sanitized, as needed, They have been hammering out the details between all the parties and that is the reason for the last minute changes. The Chair thanks Councilwoman Salafia.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that, in looking at the full Memorandum of Understanding, he does not see in the document any reference to the statement made by Councilwoman Salafia. Looking at the details in the Memorandum of Understanding, it is overwhelmingly the schedule of the Board of Education. He ask what he is missing.

The chair calls on Councilwoman Salafia.

Councilwoman Salafia explains that this Memorandum of Understanding is just between the City and references Board of Education custodians. If the Park & Recreation Department starts after-school activities and the activities at the school, they will need to have evening custodians, noting that would require services of evening custodians, who are now working days, to be paid overtime. This is basically on the agenda to tell us that there is a potential for costs to the Park & Recreation Department to pay the Board of Education for use of the custodians. It is a possible adjustment to the Park & Recreation budget should they be able to run their programs at the schools.

Councilman Loffredo replies that, looking at the whole document, he does not see all the references to Recreation & Community Services. He does see the reference in the “Now therefore” clause, which references the work schedule, but . . .

Councilwoman Salafia replies that she had several correspondences o this.

Councilman Loffredo replies that the financial responsibility, he understands that here is a potential financial obligation, noting that, if there is one, it will be covered with the Recreation & Community Services budget.

The Chair replies, “Correct.” He adds that he should have expanded on that. The reason that this Memorandum of Understanding, as opposed to any standard Memorandum of Understanding is coming before the Council is the possibility of a fiscal impact. As Councilwoman Salafia summarized, that was correct. If they go back to in-person at schools, there will obviously be a need for custodial support to ensure that the plan that Dr. Conner laid out is adhered to, making sure that classrooms are cleaned between classes, on time and on schedule at all sites. That will require the night shift custodians to work during that day shift, which will mean that, if Recreation resumes its after-school activities, there may be a need to hire those same night custodians on an overtime basis in addition to their regular straight time during the night shift. That is the potential fiscal impact. If that eventuality happens, they will come back to the Council to ratify that, but he reiterates that this is the reason that this item is before the Council tonight.

Councilman Loffredo asks if this is all strictly Covid related.

The Chair replies, “Correct.” The Chair asks if there is any further discussion. There being no further discussion, the Chair calls for a roll call vote on the amendment first as read by Councilwoman Salafia including the redlined document, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	absent (left meeting at approximately 9:00PM)
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion to approve the amendment is approved unanimously with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states that the matter is approved.

The Chair asks if there is any discussion on the underlying item, as amended. There being no discussion, the Chair calls for a roll call vote on the motion to approve the resolution, as amended, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	absent
Councilman Darnell Ford	aye

Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion to approve the underlying resolution, as amended, is approved unanimously with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states that the matter is approved.

H. Approving that the current part time custodian, who services Odd Fellows and 51 Green Street, be replaced with a full time position to provide additional custodial services at 51 Green Street, based on the needs of the new occupants.

APPROVED

RESOLUTION No 59-20; K: review/ resolution/ PW custodian 51 Green Street RES 59-20 – 3 Aug 2020

Be it resolved by the Common Council of the City of Middletown: that the current part time custodian, who services Odd Fellows and 51 Green Street, be replaced with a full time position to provide additional custodial services at 51 Green Street, based on the needs of the new occupants.

Fiscal Impact: Estimated \$44,000.00 (includes benefits)

Councilman Anthony Gennaro reads the motion and moves to approve. Councilman Eugene Nocera seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that, for the record, there is a fiscal impact of \$44K for this change.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera commends the effort surrounding his matter, to bring two (2) City Departments together for the benefit of our young people at a site that we have been looking to be the base for appropriate programs, this is a lot of hard work for the departments, for planning this effort. They appreciate that they are sharing costs in this way.

The Chair calls on Councilwoman Linda Salafia.

Councilwoman Salafia states that the additional money, the appropriations that we received in our packets, states that the fiscal impact is \$23,000 to increase this provision from part-time to full-tie. She notes that this position already has benefits, so it is only an addition to the salary itself.

Councilman Nocera notes that Councilwoman Salafia is correct.

The Chair notes, as Councilman Nocera alluded to, this is related to the former Green Street Arts Center and it definitely is worthy of accommodation. There has been an extraordinary partnership over the past few months and he thanks Youth Services Director Justin Carbonella and Board of Education Chief Operation Officer Marco Gaylord for their involvement on this. He looks forward to working further with them on the nature of Green Street and this will help that it moves forward.

There being no further discussion, the Chair calls for a roll call vote on the motion to approve, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	absent
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states that the matter is approved.

- I. Approving the appointment of James O’Connell as a regular member of the Planning & Zoning Commission of the City of Middletown to a term ending November 9, 2021, filling the vacancy created by the resignation of Planning & Zoning Commission Tyrell Brown.

APPROVED

RESOLUTION No 60-20; K:review/resolution/CC J O’Connell PZC appointment RES 60-20 – 3 Aug 2020

WHEREAS, due to the resignation of Planning & Zoning Commissioner Tyrell Brown on June 30, 2020, a vacancy on the Planning & Zoning Commission exists for the balance of the 4-year term ending November 9, 2021; and

WHEREAS, the *Charter of the City of Middletown* provides at Chapter II, Section 8, “Vacancy in Office”, subparagraph D that for vacancies in office other than the offices of Mayor and Deputy Mayor, at a regular or special meeting duly warned for that purpose and next following a Declaration of Permanent Vacancy in an Elective Office, the Common Council shall by majority vote fill such vacancy and such appointee shall be a member of the same political party as the predecessor in said office and shall be appointed for the remainder of the term of office whose position he/she has been appointed to fill;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: Approving the appointment of James O’Connell as a regular member of the Planning & Zoning Commission of the City of Middletown to a term ending November 9, 2021, filling the vacancy created by the resignation of Planning & Zoning Commissioner Tyrell Brown.

Councilman Philip Pessina reads the motion and moves to approve. Councilman Edward Ford, Jr. Seconds the motion to amend.

Councilman Pessina states that it is a pleasure to move Jim O’Connell from his alternate Commission seat to a regular member Commissioner seat on the Planning & Zoning Commission. In conversation with the Planning Director and City Planner, he notes that both were ecstatic that he would be moving Jim O’Connell’s name forward for this seat. He reminds the Chair that this creates an opening for an alternate Commission member seat, adding that next month the caucus will have a name submitted for another resolution to be approved for the alternate position.

The Char notes that Mr. OConnell is on the WebEx meeting and asks the Clerk if he can be made available to speak. The Chair asks Mr. O’Connell if there is anything he would like to say.

Mr. O’Connell thanks the Mayor for the opportunity to speak and Councilman Pessina for his wonderful words. He states that, if approved as a regular Planning & Zoning Commissioner, he assures the Council that he will support all endeavors by the Commission for the City of Middletown, He appreciates the opportunity and looks forward to serving.

There being no further discussion, the Chair calls for a roll call vote on the motion to approve, asking that the Council Clerk call the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	absent
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion is approved unanimously with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states that the matter is approved. The Chair congratulates Commission O’Connell for his appointment.

15. Mayor's Appointments

APPROVED

The Chair offers the following appointments:

Records Management Commission:

- Benjamin Florsheim, Mayor: appoint to balance of two-year term to November 9, 2021
- Ashley Flynn-Natale, Town Clerk: appoint to balance of two-year term to November 9, 2021, replacing former Town Clerk Linda Bettencourt
- Carl Erlacher, Finance Director: appoint to balance of 2-year term to November 9, 2021, replacing Budget Analyst Tina Gomes
- Bryan Skowera, Technology Services Director: appoint to balance of 2-year term to November 9, 2021, replacing Acting Technology Service Director Eldon Bailey

- **William Russo, Director of Public Works**: reappoint to balance of 2-year term to November 9, 2021
- **Ramona Burkey, Russell Library Director**: appoint to balance of 2-year term to November 9, 2021, replacing former Russell Library Director, Matthew Poland
- **Robert Kronenberger, Fire Chief**: appoint to balance of 2-year term to November 9, 2021, replacing former Fire Chief George Dunn
- **Brig Smith, General Counsel**: reappoint to balance of 2-year term to November 9, 2021

Affirmative Action Monitoring Committee:

- **Rosa Browne (D)**: reappoint to balance of a 3-year term to April 30, 2023
- **Patricia Alston (D)**: reappoint to balance of a 3-year term to April 30, 2023
- **Laurie Palmer (D)**: reappoint to balance of a 3-year term to April 30, 2023
- **Christine Sherwood (U)**: reappoint to balance of a 3-year term to April 30, 2023

Councilman Philip Pessina moves to approve the proposed appointments. Councilman Edward McKeon seconds the motion.

The Chair asks if there are any further comments on the underlying motion. There being none, the Chair calls for a roll call vote on the proposed appointments, asking the Council Clerk to read the roll.

Councilwoman Blackwell	aye
Councilwoman Carta	aye
Councilman Faulkner	absent
Councilman Darnell Ford	aye
Councilman Edward Ford	aye
Councilman Gennaro	aye
Councilman Loffredo	aye
Councilman Mangiafico	aye
Councilman McKeon	aye
Councilman Nocera	aye
Councilman Pessina	aye
Councilwoman Salafia	aye

The Chair states that the motion to approve is unanimously approved with 11 aye votes. (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states the matter is approved.

16. Meeting Adjournment

The Chair states that it is an historic night, adding that the words of Councilman Pessina and many others will be with them this evening. There being no further business, the Chair calls for motion to adjourn.

Councilman Eugene Nocera moves to adjourn. Councilwoman Jeanette Blackwell seconds the motion.

There being no discussion, the Chair calls for a voice vote on the motion to adjourn. The Chair states that the motion to adjourn is approved unanimously with 11 aye votes (Councilmembers Blackwell, Carta, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico McKeon, Nocera, Pessina, and Salafia. Councilman Faulkner is absent.) The Chair states the matter is approved.

The meeting is adjourned at 9:15 PM.

ATTEST:

LINDA S.K. REED,
COMMON COUNCIL CLERK